The Solicitors' Journal
and Weekly Reporter.
LONDON, APRIL 1, 1911.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.
All letters intended for publication must be authenticated by the name of the writer.

Annual Subscription, 26s., by post 28s., half-yearly and quarterly in proportion.

Contents.

Cases Reported this Week.

Current Topics.

The New County Court Judge.

THE APPOINTMENT of Mr. FRANK HAMILTON MELLOR, K.C., to the county court judgeship at Manchester, rendered vacant by the transfer of Judge PARRY to London, is very popular at the Common Law bar, where the general charm of the new judge has made him universally liked and esteemed. His honour must not be confused with any of his three brothers—sons of the late Sir JOHN MELLOR, a King's Bench judge, who lived to see his ninetieth year—namely, Master MELLOR, the King's Remembrancer and Senior Common Law Master; another brother who is Treasury Solicitor; and a third who was Judge-Advocate-General and Chairman of Committees in the House of Commons. The Mellor family, indeed, seems to be following in the footsteps of the Pollocks and the Denmans, if one may so infer from the large number of judicial and legal appointments which have come its way. The new county court judge, we may add, is exceptionally well versed in a branch of law about which few lawyers know anything—namely, the practice on the Crown side. He is one of the editors of Short and Mellor's Crown Office Practice.

Juries and Damages for Slander and Libel.

THE COMPLAINTS which were made at this time last year of arrears in the list of causes in the High Court are now replaced by complaints of attenuated lists and of a general lack of business. Trade appears to shew signs of revival in the chief manufacturing cities of the United Kingdom, but this revival does not appear to act as a stimulus to general litigation. Patent causes and cases relating to companies have ceased to form a material part of the business in the Chancery Courts, and libel and slander are the only forms of action which in the King's Bench may be said to be in a flourishing condition. The perceptible increase in the amount of damages awarded by juries in newspaper libels is not easy to explain. It is thought by some persons that it dates from the enormous sum for which a newspaper was made liable during the last year. Fashion and imitation are one of

the strongest features of modern existence, but it seems strange that they should influence one of the most ancient institutions of this country.

Service of Foreign Process in this Country.

WE PRINT elsewhere a set of new R. S. C. which have been made in reference to service in this country of foreign process. They are complementary to rule 8 of order 11, which was introduced in 1903, and will be numbered rules 9 and 10. Under order 11, service of a writ out of the jurisdiction may be allowed in the cases mentioned in rule 1, but some Powers are sensitive as to service on their subjects of the process of a foreign court (see *Hewitson* v. *Fabre*, 21 Q. B. D. 6), and rule 6 provides that where the defendant is neither a British subject nor in the British dominions, notice of the writ, and not the writ itself, is to be served upon him. This, however, seems to have left some Powers still unsatisfied, and rule 8 provided that, in countries to which the rule should be applied by order of the Lord Chancellor, the notice of the writ should first be sealed with the seal of the Supreme Court, and then transmitted to the Foreign Secretary, with a copy translated into the language of the country of service, to be by him transmitted to the Government of that country; thence would in due course come back a certificate, "transmitted through the diplomatic channel," that the notice had been duly served in accordance with the law of the foreign country. Germany and Russia are the only countries to which this singular instance of red tape procedure has been applied. The new rules, it will be observed with surprise, introduce similar procedure for the service of foreign process in this country; and, moreover, the rules are certified as urgent, and are to come into operation at once. It would be interesting to know what is the reason of the urgency, and also what is the reason for introducing the rule at all and thus placing difficulty in the way of litigation between persons who belong to different countries.

The Stamping of Transfers for Nominal Consideration.

SOME MONTHS ago attention was called by correspondence in our columns (54 SOLICITORS' JOURNAL, pp. 677, 703) to the burden which the Inland Revenue Commissioners are seeking to impose on secretaries of companies in connection with the stamping of transfers. Under section 17 of the Stamp Act, 1891, registering officers are subjected to a penalty if they record an instrument which is not "duly stamped." It is a question whether this imposes on the secretary of a company to whom a transfer is brought for registration the duty of inquiring into the circumstances of the transfer so as to satisfy himself that the stamp is correct, or whether he can accept any appropriate stamp which the instrument bears. The matter has become of considerable importance since the Finance Act, 1910, which imposed an *ad valorem* duty on voluntary transfers. Previous to the Act it was clear that a transfer for a nominal consideration only required a 10s. stamp, but since the Act the question whether the stamp must be *ad valorem* or 10s. depends on the nature of the transaction. If it is a gift, the *ad valorem* stamp is necessary; if it is one of the transactions excepted by section 74 (6)—mortgages, appointments of new trustees, &c.—then 10s. is sufficient. Since, then, either *ad valorem* duty or 10s. may be an appropriate duty, it would seem to be sufficient for the secretary to see that the transfer bears one or other of these duties. To require more turns him into a revenue officer. But in various circulars issued from Somerset House it has been claimed that the wider function is imposed by section 17, and that secretaries cannot accept a transfer for a nominal consideration under a 10s. stamp without satisfying themselves by a certificate signed by both transferor and transferee that the transaction is within section 74 (6). This was the effect of the circular dated the 29th of April, 1910. In the circular of the 17th of June it was intimated that, while such a certificate was, as a general rule, the best form of evidence, the Inland Revenue Commissioners did not object to the receipt of other evidence provided it shewed, clearly and satisfactorily, the nature of the transaction. It was added that certificates might thus be accepted from bank officials where the bank was the transferee, or from a member of the Stock Exchange acting for one of the parties to the transfer.

The Inland Revenue Commissioners' Recent Circulars.

THE FACT that it has been found necessary to issue two further circulars shews the difficulties which the new *ad valorem* stamp is causing. On the 5th of September, 1910, the Inland Revenue Commissioners issued a circular stating that it had been represented to them that, with a few exceptions, transfers to or from banks or their nominees clearly fell within the classes excepted from *ad valorem* duty, and that it was not necessary or desirable that representatives of the banks, in furnishing certificates in regard to stamp duty, should specify the facts of each transaction. Accordingly the commissioners intimated that in the case of transfers executed by a well-known bank, or its official nominees, it was sufficient if the registering officer was furnished with a certificate by an accredited representative of the bank to the effect that the transfer was excepted from section 74 and was duly stamped. More recently a further step has been taken to relieve secretaries of the duty of inquiring into transactions. According to a circular issued in February, the secretary is not bound to inquire into the sufficiency of the stamp on a transfer for nominal consideration if the explanation of the transaction has been passed by an official deed-marking officer. For this purpose a written explanation of facts must be produced to the marking officer, and if he accepts it, he marks the explanation "Transfer passed for 10s.," and returns it for production to the registering officer, who can then safely act on it. In cases where a transfer for a nominal consideration is admittedly subject to *ad valorem* duty, it must in strictness bear an adjudication stamp (Finance Act, 1910, section 74 (2)); but the circular of February authorizes secretaries to accept *ad valorem* stamps without adjudication, if the stamp is on the market value of the stock at the date of the transfer. The Inland Revenue Commissioners are, of course, within their province in seeking to get as much produce as possible from the new duty; but the exact scope of section 74 is by no means clear, and it may be hoped that the difficulty of applying it in some transactions of common occurrence will soon give occasion to judicial decision, and so make the task of practitioners easier.

Costs of Successful Plaintiff in Libel Cases.

IN THE case of *Crosland* v. *Bottomley and John Bull (Limited)* (*Times*, March 24th) Mr. Justice DARLING deprived the plaintiff of his costs for a reason which, we believe, is somewhat novel. The action was for libel, and the plaintiff obtained a verdict in his favour from the jury, who assessed the damages at one farthing. The plaintiff did not go into the witness box; his counsel proved the publication of the libel, and then left the defence to justify—which it failed to do. His lordship took the view that a plaintiff in a libel action ought to go into the box and expose himself to cross-examination, just as the defendant does; indeed, the language of the learned judge rather suggested that he considered it always an unsportsmanlike thing for one party to stay out of the witness-box when the other party undergoes that ordeal. Accordingly, on this ground, and not on the ground that the verdict was contemptuous, or that the action should never have been brought, he deprived the plaintiff of his costs. It may possibly be that the action of the learned judge is defensible in the circumstances of the particular case, but we doubt whether it ought to be made a precedent or applied universally. If a plaintiff can prove his case without himself giving evidence there seems to be no reason why he should expose his whole character, conduct, and career to the ordeal of a severe cross-examination as to credit, especially since the great powers vested in counsel are always in some danger of being abused by a persistent advocate. As a matter of fact, it is only very recently that the present wide discretion as to costs was vested in the King's Bench judges. Prior to 1875, in the courts of Common Law, costs invariably followed the result; whereas in the Chancery courts the judge had an unfettered discretion in every case where the plaintiff had a title to sue, and either succeeded or failed. Where he had no title to sue, the

defendant was entitled to his costs as of right. The R. S. C. 1875, ord. 55, r. 1—now replaced by ord. 65, r. 1—put an end to the old practice in this respect, and adopted a new principle for both divisions of the High Court which is a compromise between the rules which formerly prevailed in each.

The Modern Rule as to Costs.

NOW THE court has an absolute discretion as to costs except in two cases—namely, the costs of an executor, administrator, trustee or mortgagee, who is not to be deprived of them unless he has acted improperly, and the costs of a jury action, which are to follow the event unless *for good cause* the court otherwise orders. The precise meaning of those words "for good cause," which enable the judge to ignore the verdict of the jury so far as the awarding of costs is concerned, is still a little uncertain, but the main principles are clear. The general rule is thus stated in *Cooper* v. *Whittingham* (15 Ch. D. 501): "Where a plaintiff comes to enforce a legal right, and there has been no misconduct on his part, the court cannot take away his right to costs"; that case has been expressly applied to jury trials by the Court of Appeal in *O'Connor* v. *Star Newspaper* (68 L. T. 146). But in *Forster* v. *Farquhar* (1893, 1 Q. B. 564) a strong Court of Appeal took a wide view of "misconduct," and extended it to cover any conduct of one party which has added unreasonably to the burden of litigation imposed on the other party. The fact that the action is "frivolous and vexatious" has been held to be good cause: *Macgregor* v. *Clay* (4 T. L. R. 715). The smallness of damage, however, is not in itself good cause, unless it shews that the verdict was meant by the jury to be contemptuous: *Tipping* v. *Jepson* (1906, 22 T. L. R. 743). When one farthing is awarded, this is merely an element to be considered, it is not *primâ facie* evidence that the action was unwarrantable or the verdict contemptuous: *Moore* v. *Gill* (4 T. L. R. 715). Now the fact that a plaintiff does not go into the witness-box, and yet succeeds in his action, neither indicates that the verdict of the jury was "contemptuous" nor adds to the "burden of litigation imposed on the defendant," nor, surely, is "misconduct" on the part of the plaintiff. For this reason we see some difficulty in appreciating the relevancy of Mr. Justice DARLING'S expressed reason for depriving the plaintiff of his costs.

The Public Trustee.

SOME INTERESTING points with regard to appointing the Public Trustee were raised in the case of *Re Leslie's Estates* (reported elsewhere). The principal question was whether the Public Trustee could be appointed sole trustee where the trust instrument provides that the number of trustees shall be not less than three. It was argued that the court had no power to reduce the number of the trustees, and, therefore, that it could not appoint the Public Trustee as sole trustee. But EVE, J., held that there was nothing in section 25 of the Trustee Act, 1893, which obliged the court to keep up the number of the trustees, and that section 5 of the Public Trustee Act, 1906, gave the court power to appoint him in the place of any number of orginal trustees. It was further argued that the Public Trustee could not be a trustee for the purposes of the Settled Land Act, 1882, since that Act contemplated that capital money should not be paid to fewer than two trustees. The learned judge, however, thought that a power to appoint new trustees must be in accordance with the statutory provisions in force, and, therefore, the Public Trustee could be appointed sole trustee. The third point raised was a novel and somewhat startling one. It was this: That there is nothing in the Public Trustee Act which enables the Public Trustee to hold land, and it was stated that the Public Trustee himself must have at one time taken this view, since in 1908 he applied for a licence in mortmain to hold land. It was also argued in support of this view that the Public Trustee could not ho'd, or be admitted to, copyholds, for, being a corporation sole, there would be no fines payable on death. The judge, however, had little difficulty in dealing with these arguments. He thought that if he acceded to them he would be shutting his eyes to the whole purview of the Act. The Legislature contemplated that the Public Trustee should be clothed with all the attributes of an ordinary trustee and possess himself of the trust property. The reason why there was no express provision on the point was because it necessarily followed. With all our respect for the opinion of this distinguished judge, we venture to think that on the Settled Land Act point, at all events, his decision is somewhat doubtful.

Recognition of Foreign Judgments.

THE BIRMINGHAM Chamber of Commerce recently addressed a letter to the Foreign Office on the subject of the enforcement of foreign judgments. The suggestion was made that a treaty might be concluded between Great Britain and France by which the mutual enforcement of judgments obtained in the courts of the two countries might be provided for. Sir EDWARD GREY'S answer is given in the *Morning Post* of March 23rd. He points out that the question of negotiating treaties of this kind with foreign powers has been under consideration on several occasions, but that it is not thought practicable to conclude any such treaty. The principal difficulty alleged is the divergence between the law of Great Britain and that of the continental countries. It is obvious that the mere drafting of the text of such a treaty between Great Britain and France, Italy, or Germany would present technical difficulties of an extraordinary kind. The whole of our law relating to the recognition and enforcement of foreign judgments in our courts would have to be reduced to definite propositions—in fact, codified. That would only be the first step. In view of the extreme improbability of any such task being undertaken for a long time to come, it is well that both legal practitioners and the general public should recognize what precisely is the extent to which foreign judgments can be enforced here without serious difficulty. The relevant provisions of the R. S. C. are to be found in Ord. 3, r. 6, and Order 14. By Ord. 3, r. 6, "where the plaintiff seeks only to recover a debt or liquidated demand in money payable by the defendant, with or without interest, arising . . . upon a contract express or implied," the writ may be specially indorsed. When the writ is so specially indorsed, the plaintiff may (if the defendant appears) apply under Order 14 "for liberty to enter final judgment" unless the defendant can shew a good defence. The case of *Grant* v. *Easton* (13 Q. B. D. 302) decided in 1883 that an action on a foreign judgment is an action of debt. BRETT, M.R., in delivering the judgment of the Court of Appeal, said: "An action on a judgment has been treated as an action of debt. . . . An action upon a foreign judgment may be treated as an action in either debt or assumpsit: the liability of the defendant arises upon the implied contract to pay the amount of the foreign judgment." The summary procedure under Order 14 seems, so far as regards the cases to which it applies, quite as satisfactory as any process for registering the foreign judgment and issuing execution thereon which could be devised and arranged for by a formal convention. Provision would have to be made for defences on the merits being still available, just as under Order 14 in the existing procedure. A defendant, too, who has a decision of a foreign court on his side may often find himself quite adequately protected against the claim of the plaintiff in the English court. This happened in *Sudlow* v. *Dutch Rhenish Railway Co.* (21 Beav. 43), where an English shareholder sued for relief against forfeiture of his shares. The plaintiff's bill was dismissed with costs, on the ground that there was a decision in the Dutch courts opposed to the plaintiff's view. No formal convention with Holland could have secured the defendant in this case any better protection.

Incapacity to Work.

A CURIOUS point came before the Court of Appeal on the 18th ult. in the case of *Ball* v. *William Hunt & Sons* (reported elsewhere). A workman, who had lost the sight of one eye by an accident, continued working at his trade without diminution of earning power and without his misfortune being discovered. Through another accident to the same eye, which arose out of and in the course of his employment, it had to be removed. His infirmity now stood revealed and no one would employ him. He applied for compensation under the Workmen's Compensation Act, 1906, but the county court judge, and the majority of the Court of Appeal, held that the second accident had not incapaci-

tated him from work within the meaning of the Act so as to entitle him to compensation. The "incapacity to work," they held, resulted from the first accident, as regards which no claim could be made. The dissenting judge, Lord Justice FLETCHER MOULTON, took the view that "incapacity to work," in the contemplation of the statute, did not necessarily mean "*physically* incapacitated to do *physical* work"; it might include any state which, owing to subjective causes, in the mind of the employing community, would render it impossible for the man to get employment. In other words, the statute is concerned with economic capacity to earn money, not physical capacity to do physical work. It is to be hoped that a case, in which so subtle and refined a question of legal interpretation has arisen, will be taken to the final Court of Appeal.

The Effect of "First Option."

THE DECISION of WARRINGTON, J., in *Ryan* v. *Thomas* (*ante*, p. 364) usefully calls attention to the real meaning of the case of *Manchester Ship Canal Co.* v. *Manchester Racecourse Co.* (1901, 2 Ch. 37) as to the effect of an agreement to give a "first option" over property. *Primâ facie* such an agreement is void for uncertainty. It does not fix either the price of the property, or the time at which the option is to be exercised, or any of the terms on which the property is to be sold. But in the *Manchester case* an agreement under which the canal company was to have "the first refusal" of certain lands had been scheduled to an Act of Parliament, and by the Act it was declared to be valid and binding. Hence the objection that it was uncertain did not lie, and the court was bound to find a meaning for it; and this apparently was done by construing it as meaning that the vendor could not sell the land elsewhere without first informing the person entitled to the first refusal of the price which an intending purchaser was prepared to give, and offering it at that price. But in *Ryan* v. *Thomas* WARRINGTON, J., has held that this meaning was due entirely to the statutory validity of the agreement. Where an agreement is simply *inter partes*, there is no reason for struggling to give certainty to what the parties themselves have left uncertain, and a stipulation giving a "first option" over property creates no contract which the court can enforce.

Must the Debtor Always Seek Out His Creditor?

THE STUDENT of law in search of broad and general principles will find it laid down in several cases that with regard to the payment of debts, if no certain place is appointed, the debtor is bound to find the creditor and tender him the money, provided he is within the realm. One of the earliest of these authorities is a passage in Sheppard's Touchstone, under the title "Condition," in which it is said that in cases where there is no place set down for the doing of the thing contained in the condition, if the thing to be done be a corporal service, as to pay money or any such like thing, the party that is to do it must at his peril seek out the person to whom it is to be done if he be *infra regnum Angliæ*. The illustrations of this principle which are supplied by the learned author have little to do with the poorer classes of the community, and we are not surprised to find that in modern times the rule has been subjected to some exceptions. In the recent case of *Riley* v. *W. Holland & Sons* (*Limited*), argued before the Court of Appeal some weeks ago, COZENS-HARDY, M.R., said that, although as a general principle a debtor ought to go to his creditor and pay him, it was quite clear that this principle had no application to large employers of labour who had a regular pay-day and a regular pay office. The court will always escape from the tyranny of a general rule where it appears to be inconsistent with the object of an agreement and the just intention of the parties.

Suits between Husband and Wife.

AN INTERESTING legal point, which does not appear to have been taken, is suggested to us by the case of *Sherard* v. *Sherard* which was heard in the County Court of Northampton last week. A husband sued his wife for the recovery of certain articles belonging to him and alleged to be detained by her; he obtained judgment for the specific delivery of the same and damages for the detinue of others. It will occur at once to many of our readers that a husband cannot sue his wife in tort. At common law husband and wife were theoretically one, and neither could sue the other, except in a spiritual court. Then equity allowed suits between husband and wife in every case where the wife had separate estate in respect of which there was some contract, implied contract, or equity that affected her husband. The Married Women's Property Act, 1882, by section 12, enabled a wife to take any proceedings in tort or otherwise necessary to protect her property from her husband, but conferred on him no corresponding right: *Robinson* v. *Robinson* (13 T. L. R. 564). Section 17 enables either spouse to take out an originating summons for the determination of any dispute as to the ownership of property claimed by both. The latter summons can be taken out in the county court, and it is possible that the decision to which we refer is based upon this proviso.

The Public Trustee's Investments.

IN ANSWER to a question in the House of Commons, mentioned in an inspired communication to the *Times* of Thursday last, referring to, and obviously occasioned by, the important letter from "A Retired Trustee" which appeared in our columns a fortnight ago (*ante*, p. 345), the Public Trustee has explained his policy with regard to the selection of trust investments. We propose to consider his statements next week.

Covenants to Settle a Wife's Estate Tail.

IT was decided in *Hilbers* v. *Parkinson* (25 Ch. D. 200) and in *Re Dunsany* (1906, 1 Ch. 518) that an estate tail is not bound by a covenant in the usual form to settle the other or after-acquired property of the wife. We discussed these cases in 50 SOLICITORS' JOURNAL, pp. 570, 591, where we gave reasons, founded on the older authorities, which were not cited in either of these cases, for thinking that these decisions were incorrect. As, however, the decision in *Re Dunsany* was delivered by the Court of Appeal, it must be considered as binding until the House of Lords overrules it, and we shall in this article assume that the above-mentioned decisions were correct.

The covenant generally comprises two classes of property—namely, property to which the wife is entitled at the date of the marriage, and property to which she will become entitled during the coverture. If, however the first of these covenants is omitted, and the wife is entitled to an interest in property at the date of the marriage, and subsequently during the coverture becomes entitled to a different interest in that property, that interest is bound. A common example is where the wife is entitled at the time of the marriage to a vested remainder which falls into possession during the coverture. In this case, in the absence of the covenant relating to property to which she is entitled at the time of the marriage, the remainder is not bound; but if it falls into possession during the coverture, the property to which she was entitled in remainder becomes bound.

Where the wife has an estate tail, and at any time during the coverture, by the operation of a disentailing assurance, she becomes entitled to any other estate or interest in the land, it appears to become bound by the covenant. It follows that where a lady is entitled to an estate tail, either in possession or remainder, and it is intended that she should be able to do what she likes with the land, it will be proper to insert among the property intended to be excepted from the operation of the covenant "any estate or interest to which the wife may become entitled by the operation of a disentailing assurance."

Where it is intended that the property of which the wife is tenant in tail should be settled, two cases may occur:—

First, the wife may be tenant in tail in possession. In this case it will be proper to bar the estate tail before the marriage, and either to resettle the land in strict settlement or to convey it to trustees on trust for sale and to settle the proceeds as personalty.

Secondly, the wife may be tenant in tail in remainder. If it is probable that she will succeed to the estate tail in possession, it

will be proper to disentail, if possible with the consent of the protector, and to settle the property in either of the manners above mentioned. If the consent of the protector cannot be obtained, the better plan will be to create and settle a base fee, with a covenant to enlarge it on the cesser of the prior interests: see the form 2 K. & E. 113, which can readily be adapted.

On the other hand, if the probability of the wife succeeding to the estate tail is remote, it will suffice to include in the property which is to be conveyed pursuant to the covenant "any property to which she shall become entitled in possession, subject only to a term or terms of years, if any, for an estate in tail or in tail male at law or in equity," adding after the words "necessary parties if any" the words "and in the case of an estate in tail, or in tail male, by a disentailing assurance perfected by enrolment."

It should, however, be remembered that if the wife disentails with the consent of the protector while her estate is reversionary, it will be possible to resettle the land without regard to the covenant, by limiting the land in the disentailing assurance to such uses as the protector and the wife shall appoint and by making the resettlement by an appointment under the power. The covenant will only affect the estate or interest that the wife takes under the settlement, and if, as is probable, that is an estate for life, she will, by the operation of the covenant, take it for her separate use.

It should be observed that, if the wife belongs to a wealthy family, she may become entitled to an estate tail under the will of a testator who dies after her marriage. No difficulty will occur by the covenant extending to such estate, as the testator can expressly declare that no interest that she may take under a disentailing assurance is to be bound by the covenant to settle.

H. W. E.

The Subsoil in Common Fields.

Foreshare and Aftershare.

In the course of last year our columns were occupied with a discussion on the "Subsoil in Common Fields," and some marked divergence was shewn between our correspondents "A. B." and "H." on the question whether there is any rule of law or presumption in whom the fee simple in the subsoil is vested when the common field is enjoyed by several persons in severalty during a portion of the year and is also enjoyed in common by the same persons during the remainder of the year (*see* 54 Solicitors' Journal, pp. 175, 179, 194, 212). A somewhat analogous case came recently before Mr. Justice Joyce, and may throw some light on the subject: we are able to give a *résumé* of the case, but owing to the compromise of an appeal from his judgment, the case is not likely to be reported. The case referred to is *Reynolds* v. *The Earl of Ilchester* (1908, R, No. 1960).

A certain meadow called the Salt Meadow, situate within the Manor of S, had been for time out of mind enjoyed from Candlemas to Lammas by several persons in severalty. The right so to occupy and enjoy, during the limited period, was commonly called a "foreshare," and was conveyed as freehold of inheritance by the description generally of "All that first cut shear, or feeding of" a parcel containing so many acres of the Salt Meadow. The owner of the foreshare could fence his parcel during these months and either lay it up for hay and cut it, or feed it. But, in this place, these owners of foreshares had during the remainder of the year no common enjoyment of the meadow, which was let to the tenant of an adjoining farm belonging to the lord of the manor and occupied by him from Lammas to Candlemas. This tenancy had been in the same family for many generations under a yearly agreement without writing, and there was no available evidence to show the description by which it had been let. In fact, it was usually called "the aftershare." One of the issues raised in the action was, Where was the fee simple in the land? Did it go with the foreshare, or with the aftershare, or was it independent of both? The case was complicated by the fact that the particular parcel in question (a corner of the old meadow) had for nearly a century ceased to be meadow at all, and for the greater part of that period had been used mainly as an adjunct to an adjacent shipbuilding yard. On the failure of the shipbuilding and determination of the lease of the adjoining yard a few years ago the lord of the manor had taken possession and converted it into allotment gardens.

The plaintiffs (who were owners of an adjoining freehold) had purchased the foreshare (described as above) in two acres of this meadow. They had also taken a supplemental conveyance of the aftershare in the same two acres under a possessory title for more than twenty years from the successors of the persons who were said to have occupied the whole parcel for the whole of each year during the shipbuilding period, without interruption from the lord of the manor or his tenant The plaintiffs sued the lord of the manor for a declaration of their title to the whole parcel in fee simple, and possession, or in the alternative to possession, subject only to a *profit à prendre* in the nature of aftershare. Their argument may be summarised thus: We are the owners of the foreshare; the foreshare carries the fee simple in the land (*Ward* v. *Pettifer*, Croke Car., p. 362): the aftershare was only a *profit à prendre* which has not been, and could not be, exercised for nearly a century, and was abandoned and extinguished during the shipbuilding period, and our fee simple is released from it. Further, if the aftershare is still in any way subsisting, we have got it in the supplemental conveyance; but if the possessory title is not established, we are in any case entitled to the fee simple subject to the aftershare as a *profit à prendre*.

The defendants' argument on this point may be shortly stated thus: The foreshare does not carry the fee in the land; it is *primâ facie* only a *profit à prendre* in the nature of *sola vestura* for part of the year. It is matter for evidence and inference where the fee in the soil is (*Stammers* v. *Dixon*, 7 East 200—where it was held to go with the aftershare). There may be foreshare and aftershare, both freehold, vested in different persons other than the owner in fee of the soil. Where the foreshares in one field are held in severalty by many persons, and the aftershare in the whole belongs to one other person, the inference is irresistible that the fee simple in the soil goes with the aftershare rather than with the foreshares: especially where that other person is the lord of the manor. The plaintiffs say that the aftershare is not exercisable but extinguished, so they take nothing by their supplemental conveyance: *à fortiori*, the foreshare is not exercisable but extinguished, so they take nothing by their first conveyance. The soil always was, and still is, vested in the lord, and he is in possession free from any *profit à prendre*, whether by way of foreshare or aftershare.

The argument also involved the further point whether a recurring *profit à prendre* like a foreshare or aftershare can be acquired by possession under any Statute of Limitations so as to bar the owner of the other share or the owner of the soil.

On these two questions we propose to quote from the shorthand notes some remarks of the learned judge, prefacing them, however, with the caution that they do not purport to be, and must not be taken to be, more than *obiter dicta*. They are carefully considered *dicta*, for judgment was reserved, but the learned judge in dismissing the action relied largely on other defects in the plaintiff's title which it is not necessary here to particularise. Subject to this caution then, we give the following extracts from the judgment.

"I have to confess that, before this action, I had heard little, if anything, of any such right or interest in real estate as in the discussion that has taken place was designated foreshare or aftershare respectively; but I was referred to Coke Littleton, 4 B and 122 A, and a few cases in the books, where rights so called, or analogous, came in question; and I have found that there are others . . . "

"In a case in Croke Charles of *Ward* v. *Pettifer* (p. 362) the court and jury together seem to have found that, as between the respective owners of certain rights there termed foreshare and aftershare, the right to, and property in, the soil belonged to the owner of the foreshare. On the other hand, in a case in 7 East of *Stammers* v. *Dixon* (p. 201), the conclusion arrived at was that the right to, and property in, the soil belonged to the owner of the aftershare. Upon the whole I see no reason to suppose that a grant of foreshare carries the soil any more than

a grant of aftershare, or aftershare any more than a grant of foreshare. In the present case what we have to deal with is in the earliest deed called 'the first cut share or feeding of a close, or part of a close, of meadow called Salt Mead containing by estimation two acres.' I am not sure, and there is no evidence to shew, that the first cut share or feeding I have to consider and deal with is precisely the same thing as what is called the foreshare in some of the reported cases.

"It was at one time suggested on the part of the plaintiffs, although not very seriously contended, that in the present case the right to the first cut share or feeding, whatever may be the precise meaning of that expression, originally and from its creation, as to which we know nothing at all, comprised and included the property in the soil. There is not, however, anything in the evidence to shew that it was more than a mere *profit à prendre*, or, in other words, an incorporeal hereditament. My examination of the authorities which I have mentioned has led me to the conclusion that when the lord of a manor or other owner of land makes a grant merely of the first cut share or feeding, there would not pass, thereby, any estate in the soil itself, but only certain rights to be enjoyed periodically upon or over the surface of the ground; in other words, nothing more than a *profit à prendre* to be taken or exercised during a portion only of every year. Such a right might be extinguished or determined in any of the various ways enumerated in the text books: see particularly p. 346, and the following pages of vol. 11 of what is called Lord Halsbury's Laws of England, under the heading of '*Profit a prendre*.'

. . . . . .

"Counsel for the plaintiffs advanced and strenuously maintained the theory that, the predecessors of the plaintiffs being, as it is said, entitled to the first cut share or feeding, as to one moiety from 1849, and as to the other from 1852, and being in occupation, as they probably were, though under what circumstances does not precisely appear, acquired somehow by the operation of the Statute of Limitations the freehold in the land which was subject to the right of first cut share or feeding, &c., during the earlier months of every year. The allegation is that the persons entitled to exercise this right to the first cut share or feeding wrongfully retained possession during the rest of each year, and by such retention in process of time acquired title in fee simple not only to the herbage or surface for the rest of the year, but also to the soil itself.

"What the operation of the Statute of Limitations in reference to land or to such an incorporeal hereditament as a *profit à prendre* might be as between two parties when one is in possession of the surface rightfully during a portion—and possibly the most and the only valuable portion—of every year, and the other being entitled to the soil, or to the herbage during the rest of the year only, but not taking the trouble to exercise his right, I am not prepared to say, nor am I aware of any authority upon the subject. In cases of an annuity it has been held, I think, that a fresh right of action arises as each payment becomes due, and I do not see why, when a person is entitled to possession, or to a *profit à prendre* during some months of the year, a fresh right of action in respect of disturbance by the person entitled during the other months should not arise in every year. If the first cut share or feeding be, as I think it is, merely *profit à prendre*, enjoyment of the surface in the exercise of such right ought not, I suppose, to affect the title to the soil any more than dealing with the surface, when minerals are held by a separate title, should affect the ownership of such minerals.

"As a matter of fact there has not been any actual enjoyment of the first cut share or feeding as such, or any like interest over the land now in question by any one within living memory.

"Paragraph 11 of the statement of claim, without saying anything about the time prior to 1818, alleges, speaking of the aftershare, 'No such right or interest in the nature of aftershare has in fact at any time been claimed or exercised in respect of the two acres since the 15th of September, 1818, and the whole of the two acres has been incapable of being the subject of any such right or interest of aftershare throughout the period from the 15th of September, 1818, continuously to the present time.'

"If the allegation in paragraph 11 of the statement of claim in respect of any right of aftershare be true, as it probably is, it must, I think, be equally true in respect of the right to the first cut share or feeding. If any aftershare in the premises—supposing that such a thing ever existed—has been extinguished by alteration in the condition of the servient tenement, this would equally be the case, I suppose, with respect to the right of first cut share or feeding: see the judgment of Mr. Justice CHARLES in *Scrutton* v. *Stone* (9 Times Law Reports, p. 478)."

Judgment was delivered on the 29th of July, 1910: an appeal was entered, but settled; the judgment being allowed to stand, the defendant agreeing to buy the plaintiffs' adjoining freehold.

It will be seen that the *dicta* of the learned judge, so far as they go and are relevant, rather tend to favour the contention of our correspondent "A. B." that the subsoil of common fields may be in the lord of the manor, even though the sole right to enjoyment of the surface during the whole year may belong to other persons—*i.e.*, as to part of the year in severalty and as to the remainder of the year in common.

This subject should not be left without mention of a very curious form of foreshare, which was shewn by the documents in this case to have been enjoyed in an altogether different field in the same manor—viz., a foreshare in 10 acres of Blackacre *two years out of every three*. Two suggestions have been offered to explain this singular tenement—(1) that it was the result of some past partition of a foreshare originally granted for every year; (2) that it was an original grant indicating an illustration of the three-course system of husbandry which involved a regular rotation of wheat, barley and grass.

The former suggestion may be illustrated by an instance quoted by Professor MAITLAND in "Domesday and Beyond," where a small manor in a vill was entitled to a third of the profits of the common mill in every fourth year; an instance which seems to indicate a very ancient partition of the profits of the mill among the owners of the lands in the vill.

But the latter seems to us at least as likely. The principal requisites of primitive husbandry were manure and meadow grass. It is probable that most grants of foreshare arose out of the necessity of supplying tenants of a manor with meadow hay where their own holdings in severalty did not supply it in sufficient quantity. A particular holding, especially a small holding of mainly arable land, might well have enough hay during the year when its own arable land, or the greater part of it, was in grass, but might not have enough in the two other years when wheat and barley would be mainly grown. Hence might arise the necessity of acquiring elsewhere a foreshare in some other meadow "two years out of every three." If this be the explanation, it would, we imagine, be impossible to infer that the grant of such a foreshare, whether made by the lord of the manor or any other person, carried the whole fee simple in the soil.

The Sorrows of a Sheriff in the Fifteenth Century.

A PAPER under this title, which has been published by Mr. BETTS,* has a two-fold interest—a literary interest and a legal interest. The literary interest comes from the fact that one of the two heroes of the essay—if we may so call them—is JOHN PASTON the elder, of the Paston Letters. The other hero is the contemporary Sheriff of Norfolk; and with him comes in the legal interest, which arises after this fashion.

JOHN PASTON had been sued for trespass, and when the matter reached the stage of outlawry he petitioned the King for a stay. In the course of the proceedings consequent upon the *supersedeas* it was found that the sheriff had put in mere copies of certain writs of *exigent* which had been issued, and not the original writs themselves. Here was a grave matter, and one which put the court in no little perplexity when it came to consider what its course of action was to be.

* The Sorrows of a Sheriff in the Fifteenth Century; or, How John Paston (Paston Letters) Won the Last Innings. With Translated Extracts from Year Book 5 Ed. IV. (Long Quinto). By Arthur Betts. Published by the Author at 50, Bedford Row London, W.C. (Reprinted from the *Juridical Review*.)

The first step was easy and simple enough. The sheriff was amerced in the sum of £100 in punishment "of the falsity made by the sheriff, or his officer the under-sheriff, of the non-return of the writs, and also of the copies made as aforesaid, through which falsity the party was put to great prejudice, trouble, and vexation, and great damage to our law and prejudice and blasphemy of it."

But supposing the sheriff did not pay, what then? The ordinary course would have been to issue a *capias*, but to issue a *capias* against a sheriff might lead the justices into the unpleasant and dangerous position of distraining upon *superior suus*—that is to say, upon the King himself; and it was ultimately decided not to run that risk; "which," says Mr. BETTS, "seeing that the reigning monarch was EDWARD IV., was at once sound worldly wisdom and good law"; and herein we cordially agree with him.

A considerable part of Mr. BETTS's paper is concerned with an attempt to distinguish between fines and amercements. These are easily differentiated in theory; and much lore on the matter may be found in COKE, 8 Rep. 38*a*–42*a*. They are not, however, to be differentiated so easily when we come to consider how they are spoken of by ancient law reporters. We have seen reports by mediæval reporters where one reporter tells us that such an one was amerced, and another, reporting the same case, tells us that the same man made fine with the King. "Amerced" was certainly used in more senses than one. "An amercement," says Mr. BETTS, "was a less matter than a fine, and a less dishonouring thing," and he quotes COWEL, himself quoting MANWOOD, to the effect that "an amercement is a more easy or more merciful penalty" than a fine. Well, it might or it might not be; and if "*amerciez*" may be correctly translated "amerced," as we do not doubt it may be, there were certainly times when it was not.

A case in point is at hand in The Eyre of Kent of 6 & 7 Edward II. (vol. 24 of the Selden Society's series) where we are told that certain defaulting jurors were "*ajugez saver amerciez*"; and what had happened to each one of them was this: "Command was given that his lands be seized, etc., and that his wife and children be ousted, and that he himself be brought up on the morrow, &c." We should scarcely call this a more easy penalty than a fine; and yet this is what, according to our reporter, the justices described as being "amerced."

There are other questions raised in Mr. BETTS's paper which it would be pleasant to discuss if we had the necessary space; such, for instance, as the meaning or meanings to be attached to "*misericordia*" and "*in misericordia*." Instead of, and obviously equivalent to this latter form, we sometimes find "*ad judicium*" in the old rolls and reports, which is paralleled by the "*ajugez saver amerciez*" quoted above. But we must leave that alone, and conclude this notice by saying that Mr. BETTS's paper was well worth reprinting.

Reviews.

Local Government.

LOCAL GOVERNMENT, 1910, COMPRISING STATUTES, ORDERS, FORMS CASES, AND DECISIONS OF THE LOCAL GOVERNMENT BOARD. Edited by ALEXANDER MACMORRAN, K.C., and KENNETH MACMORRAN, M.A., LL.B., Barrister-at-Law. Butterworth & Co.; Shaw & Sons.

There is one difficulty in the way of codifying English law which is not always fully appreciated by the impatient spirit of the ardent legal reformer. Even if the gigantic task of compressing the whole of our multifarious juridical system into one huge treatise were satisfactorily accomplished, it would still remain necessary to publish each year many large volumes containing the numerous legislative additions which every year either Parliament or some subordinate law-making body is appending to the various fields of law. In a short time the amount of law outside the covers of the code would greatly exceed that contained within them. The work which we are now reviewing aptly illustrates this principle. Four years ago the publishers brought out in seven volumes, under the able editorship of Mr. Scholefield, a summary of the whole field of Local Government law. Even this summary was not an exhaustive digest, but merely an introductory outline of the branch with which it dealt. It is only three years since the work to which we refer came out, and yet since then it has been necessary to add two huge volumes containing the changes in the law which have occurred since them.

The first of these volumes, styled Local Government, 1908–1909, appeared last year, and was a veritable leviathan of legal literature. The second volume, the one which we are reviewing, is happily not so large, but still it contains 539 large octavo pages. The editors promise a similar volume in each successive year, and congratulate their readers on the comparatively small bulk of the present volume! This bulk, too, is attained in spite of the most conscientious endeavours made by the editors to compress everything into the minimum compass which is compatible with the reliability of the book as free from any important omissions. But no compression can greatly reduce a work which is to contain, as this does, the whole of the really important orders and circulars of the Local Government Board during the last twelvemonth—as well as the statutes and cases.

It must be borne in mind that the modern tendency of Parliament is to delegate to the Local Government Board and to other departments of State the task of legislating for a great variety of matters by means of orders, which receive the confirmation of Parliament after a nominal period of probation upon the table of the House of Commons. The result is that the really substantive Local Government law is no longer to be found in statutes, such as the Public Health Act, 1875, but in a series of orders which have been made under some score of recent Acts. The collection and annotation of these statutes is an important task which the present editors have performed with their usual diligence and judgment.

New and Private Streets.

THE PAVING AND SEWERING OF NEW AND PRIVATE STREETS. By JOSHUA SCHOLEFIELD, Barrister-at-Law, and GERARD R. HILL, M.A., Barrister-at-Law. SECOND EDITION. Butterworth & Co.

This little book, which has now reached its second edition, is an extremely useful addition to the numerous able text-books which in recent years have sought to cover the whole field of Local Government law. Of course there is nothing original in it, since all its contents are to be found scattered throughout the standard works on Public Health, Highways, and Metropolitan Government; but it serves the useful purpose of collecting into one book the various diverse systems of dealing with new streets which exist side by side. At present there are five such systems.

One of these applies in the Metropolis only, and is contained in a series of four statutes—namely, the Metropolis Management Act, 1855, the Metropolis Management Amendment Act, 1862, the Metropolis Management Act, 1862, Amendment Act, 1890, and the Metropolis Management Amendment Act, 1890. The sections of these Acts which relate to (1) paving of "new streets," (2) temporary repairs to the carriage-ways of "private streets," (3) flagging of footways, (4) paving of court and passages, are commonly known as the Metropolitan Code for the paving of new streets, and are set out, with a full commentary, in the second chapter in this book.

The second and third systems prevail outside the Metropolis, and are alternative to one another. The second is contained in sections 130–152 of the Public Health Act, 1875, as amended by a later statute and applies in all non-metropolitan areas which have not adopted the third, fourth and fifth system. The third is that contained in the Private Streets Works Act, 1892, an adoptive Act which applies only in those urban areas which have adopted it in manner prescribed by the Act or in those rural areas to which an order of the Local Government Board has applied it. Once adopted, it replaces the second system, which cannot be restored, so that it behoves local authorities to consider carefully the relative advantages of the two systems before deciding to adopt the latter. The pros. and cons. for each system are ably set out by Messrs. Scholefield and Hill. We think, however, that we detect a slight bias in favour of the latter on the part of the learned editors.

The fourth system, contained in sections 53, 54, 55, 149, 150, 151, 152, 156, of the Towns Improvement Clauses Act, 1847, applies only in those districts whose special Act has incorporated these clauses; but as the code is a very peculiar one, it is important not to overlook its existence. A case arose recently in which the omission to observe that this Act had been embodied by reference in one of a number of local Acts led an important district council into serious difficulties.

Lastly, in many places, there exist special Acts which provide another set of codes for regulating the paving and sewering of new streets.

The whole subject is attended with numerous complications, and we know of no work except this which attempts to unravel all of them. We have used it, since it came into our hands for review, in three cases, and have found it exceedingly useful—chiefly owing to the convenience of its arrangement.

Books of the Week.

Ejectment.—The Law of Ejectment or Recovery of Possession of Land, with an Appendix of Statutes and a Full Index. By JOHN HERBERT WILLIAMS, LL.M., and WALTER BALDWYN YATES, B.A., Barristers-at-Law. Second Edition. By the Authors. Sweet & Maxwell (Limited).

Statutes.—Paterson's Practical Statutes: The Practical Statutes of the Session 1910 (10 Ed. 7 and 1 Geo. 5), with

Introductions, Notes, Tables of Statutes Repealed and Amended, Lists of Local and Personal and Private Acts, and a Copious Index Edited by JAMES SUTHERLAND COTTON, Barrister-at-Law. Horace Cox.

Death Duties.—A Practical Guide to the Death Duties and to the Preparation of Death Duty Accounts. By CHARLES BEATTY, Solicitor, of the Estate Duty Office, Somerset House. Third Edition, Revised and Enlarged. Effingham Wilson.

Easements.—A Digest of the Law of Easements. By L. C. INNES, sometime one of the Judges of His Majesty's High Court of Judicature, Madras, &c. Eighth Edition. By NOEL LEYBOURN GODDARD, Barrister-at-Law. Stevens & Sons (Limited).

Comparative Legislation.—Journal of the Society of Comparative Legislation. Edited for the Society by Sir JOHN MACDONELL, C.B., LL.D., and EDWARD MANSON, Esq. New Series, Vol. XI., Part 2. John Murray.

Correspondence

Grant by Tenant for Life under Settled Land Acts of Option for Lease.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Some of your readers may be able to answer the following question:—Can a tenant for life under the Settled Land Acts grant an option for a lease, the option to be exercised within the period allowed by the rule against perpetuities?

By section 31 (1) (iii.) of the Settled Land Act, 1882, a tenant for life may contract to make a lease, but the word "contract" may here mean a contract binding on both parties, one to grant and the other to take a lease. The lease must also be in conformity with the Act.

It does not seem possible to give an option fixing the terms of a lease to be granted probably twenty years hence, because it is impossible to say what will be the best rent at that period: Settled Land Act, 1882, s. 7.

If he can grant such an option, it would presumably be enforceable against the successors in title of the tenant for life: Settled Land Act, 1882, s. 31 (2). A. R. C.

March 29

The Late Mr. Binns-Smith.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In your issue of the 18th inst. there was a notice of the death of Master Binns-Smith. When the new law courts were opened, Mr. Justice Kay selected a room for himself, and after him his chief clerks, Messrs. Binns-Smith, Peake, and Church, chose theirs. It happened that Mr. Binns-Smith got a much pleasanter room than the judge did, and one day Mr. Justice Kay discovered this, so he evicted the genial chief clerk and took the room for himself.

Now, Mr. Justice Kay, who afterwards became a Lord Justice, admirable judge though he was, was rather reserved and dignified in manner, and had none of the *bonhommie* of his genial subordinate, so someone, whose name I never heard, wrote the following lines and suggested that they should be inscribed on the door of the room where, in place of Mr. Binns-Smith, Mr. Justice Kay was now sitting:

"Should any mortal for his sins
Into these chambers stray,
He'll find, in place of genial Binns,
Imperial ToKay.
And if the reason he should seek
Why Binns is in the lurch,
'Tis that the judge is prone to pique [Peake],
And couldn't rob a Church."

March 23. A BARRISTER.

At a recent sitting of the Royal Commission on Public Records Mr. Headlam, of the Government Search Room, said that in 1909 nearly 90 per cent. of the students who held search permits were foreigners or Colonials. The Canadian Government kept five copyists at work continually, the notes in their cases being allowed to pass uncensored. In other cases the notes of students were censored by Government search officers of the Departments concerned.

Points to be Noted.

Conveyancing and Equity.

Receiver — Partnership Action — Indemnity. — A receiver appointed in a partnership action, being an officer of the court, cannot require to be indemnified for payments made by him as receiver, except out of the assets under the control of the court. He cannot look to the partners personally for his indemnity, even if the order appointing him was made by their consent.—BOEHM *v.* GOODALL (Warrington, J., Nov. 24) (55 SOLICITORS' JOURNAL, 108 1911, 1 Ch., 155).

Gift—Fiduciary Relation—Natural Affection—Independent Advice.—Where the donee of a gift stands in a fiduciary relation to the donor, the donee is generally bound to prove that the donor had independent advice, or the gift cannot be upheld. But, exceptionally, if the gift may also be explained by natural affection, the court will accept proof that it was in fact induced only by natural affection, and will not insist on proof of independent advice.—RE COOMBER, COOMBER *v.* COOMBER (Neville, J., Nov. 30) (1911, 1 Ch. 174).

Land Subject to Rent-charge—Liability of Mortgagee.—The liability to pay a perpetual rent-charge on a parcel of land lies on the "terre tenant," or person who has a freehold interest and is in possession of the rents and profits when the rent-charge accrues due. A mortgagee in fee is a "terre tenant," even if he has never been in possession or received the rents and profits, by reason of his right to take possession whenever he chooses; and thus he becomes liable for the rent-charge from the date of his mortgage.—CUNDIFF *v.* FITZSIMMONS (K.B. Div. Ct., Dec. 6) (1911, 1 K. B. 513).

Settlement—Power of Appointment—Premature Determination of Preceding Interest.—If a trust fund is settled upon A. for life or until the happening of some event (such as A.'s bankruptcy), and subject thereto in trust for a class as he shall appoint, with remainders over in default of appointment, it is possible that A.'s interest may determine during his lifetime. A., for instance, may become bankrupt. It is settled that A. still retains his power of appointment, if he has not fully exercised it already. If this happens, and there is no provision in the trust instrument for such a contingency, then the trustees should not accumulate the income of the trust fund, but they should distribute it equally among the remaindermen until A.'s power of appointment is exercised or determined.—RE MASTER'S SETTLEMENT, MASTER *v.* MASTER (Eve, J., Dec. 21) (55 SOLICITORS' JOURNAL, 170; 1911, 1 Ch. 321).

De cased Wife's Sister's Marriage Act—Existing Proprietary Rights.—Section 1 of the Deceased Wife's Sister's Marriage Act, 1907, enacts that no marriage theretofore or thereafter contracted between a man and his deceased wife's sister shall be void or voidable by reason only of such affinity. Section 2 provides that the Act shall not prejudice existing rights, titles, estates, or interests, or acts or things lawfully done or omitted before the passing of the Act. Section 2 should be construed in the broadest possible way, and as preserving, in particular, the rights of the parties to the marriage as well as those of third parties.—RE WHITFIELD, HILL *v.* MATHIE (Parker, J., Jan. 24) (55 SOLICITORS' JOURNAL, 237; 1911, 1 Ch. 310).

New Orders, &c.

Rules of the Supreme Court (March), 1911.

ORDER XI., RULE 9.

1. Where in any civil or commercial matter pending before a Court or tribunal of a foreign country a letter of request from such Court or tribunal for service on any person in England of any process or citation in such matter is transmitted to the Supreme Court by His Majesty's Secretary of State for Foreign Affairs, with an intimation that it is desirable that effect should be given to the same, the following procedure shall be adopted:—

(1.) The Letter of Request for service shall be accompanied by a translation thereof in the English language, and by two copies of the process or citation to be served, and two copies thereof in the English language.

(2.) Service of the process or citation shall be effected by the process server, whom the Lord Chancellor may appoint from time to time for the purpose, or his authorized agent.

(3.) Such service shall be effected by delivering to and leaving with the person to be served one copy of the process to be served, and one copy of the translation thereof, in accordance with the Rules and practice of the English Supreme Court regulating service of process.

(4.) After service has been effected the process server shall return to the Senior Master of the Supreme Court one copy of the process, together with the evidence of service by affidavit of the person effecting the service verified by notarial certificate, and particulars of charges for the cost of effecting such service.

(5.) The particulars of charges for the cost of effecting service shall be submitted to a Taxing Master of the Supreme Court, who shall certify the correctness of the charges, or such other amount as shall be properly payable for the cost of effecting service. A copy of such charges and certificate shall be forwarded to His Majesty's Treasury.

(6.) The Senior Master shall transmit to His Majesty's Secretary of State for Foreign Affairs the letter of request for service received from the foreign country, together with the evidence of service, with a certificate appended thereto duly sealed with the seal of the Supreme Court for use out of the jurisdiction. Such certificate shall be in the Form in the Schedule to these Rules, which may be cited as Form No. 74A, Appendix K, of the Rules of the Supreme Court.

ORDER XI., RULE 10.

2. Upon the application of the Treasury Solicitor with the consent of His Majesty's Treasury, the Court or a Judge may make all such orders for substituted service or otherwise as may be necessary to give effect to these Rules.

3. These Rules may be cited as the Rules of the Supreme Court, (March) 1911, and each Rule may be cited by the heading thereof with reference to the Rules of the Supreme Court, 1883.

4. These Rules shall come into operation forthwith as provisional Rules pursuant to section two of the Rules Publication Act, 1893 (56 & 57 Vict. c. 76).

Schedule.

CERTIFICATE OF SERVICE OF FOREIGN PROCESS.

I Master of the Supreme Court of Judicature in England hereby certify that the documents annexed hereto are as follows :—

(1.) The original letter of request for service of process received from the Court or Tribunal at in the of in the matter of *versus* , and :

(2.) The process received with such letter of request, and :

(3.) The evidence of service upon the person named in such letter of request, together with the verification of a Notary Public.

AND I CERTIFY that such service so proved, and the proof thereof, are such as are required by the law and practice of the English Supreme Court regulating the service of English legal process in England, and the proof thereof.

AND I CERTIFY that the cost of effecting such service, as duly certified by the Taxing Master of the English Supreme Court, amounts to the sum of £ : :

Dated this day of 19 .

We certify that these Rules are urgent.

Dated this 24th day of March, 1911.

(Signed) LOREBURN, C.
ALVERSTONE, C.J.
HERBERT H. COZENS-HARDY, M.R.
A. M. CHANNELL, J.
R. J. PARKER, J.
W. PICKFORD, I.
P. OGDEN LAWRENCE.
S. A. T. ROWLATT.
WM. H. WINTERBOTHAM.
C. H. MORTON.

At the Bromley (Kent) Police Court on Monday, says the *Times*, Henry Watson, of Gwydyr-road, Bromley, was charged with pretending to be a solicitor. Mr. Robert Humphreys, for the Incorporated Law Society, produced two letters written by the defendant. After his signature were the words, "Commissioner of Oaths, Collector of Debts, Offices as above." In the second letter he said : "I now give you three clear days before taking this to court." The defendant said he had been a debt collector, and put the words "Commissioner of Oaths" in the letter under the impression that the person who used the words was one who always spoke on oath and always spoke the truth. He only wrote the letters out of kindness. The Bench asked the defendant if he pleaded "Guilty," and he replied. "Do you mean guilty of being a solicitor?" Fines amounting to £2 with £2 5s. costs were imposed.

CASES OF THE WEEK.

Court of Appeal.

BIDDELL BROTHERS *v.* E. CLEMENS, HORST, & CO. No. 1. 30th Jan. ; 1st Feb. ; 21st March.

SALE OF GOODS—C.I.F. CONTRACT—"NET CASH"—TENDER OF SHIPPING DOCUMENTS—PAYMENT—SALE OF GOODS ACT, 1893 (56 & 57 VICT. c. 71), ss. 28, 32, 34.

Under a c.i.f. contract, which did not expressly state in terms that cash was payable for the goods on delivery of shipping documents, the buyer was justified in refusing to pay cash until the goods had arrived at their final destination, and he had had an opportunity of inspecting them, although the words "terms net cash" were used in the contract.

Decision of Hamilton, J. (55 SOLICITORS' JOURNAL, 47), *reversed.*

The question in this case was whether under a "c.i.f." contract, a buyer of goods was liable to pay for them upon presentation of shipping and other documents of title where the contract did not include the words "cash against documents," but did contain the words "terms net cash," or whether the buyer was entitled to withhold payment until the goods had been landed, and he had had an opportunity of examining the shipment. The action, which was tried before Hamilton, J., sitting as judge in the Commercial Court, resulted in a judgment for the defendants, the sellers, and the plaintiffs, the buyers, who claimed damages for breach of contract for refusal to deliver except against payment on presentation of shipping documents, appealed. The proceedings below are fully reported 55 SOLICITORS' JOURNAL 47, 27 L. T. R. 47. The plaintiffs were the consignees of two contracts made in October and December, 1904, between C. Vaux & Sons (Limited), brewers, and the defendants, hop merchants, for the sale by the latter to the former of brewing Pacific Coast hops and British Columbian hops from 1905 to 1912 inclusive. The assignment by Messrs. Vaux to the plaintiffs took place in 1908. Hamilton, J., held that the goods, having been sold under a "c.i.f." contract, "terms net cash," the buyers were bound to pay for the goods upon presentation by the sellers of the shipping documents. His lordship accordingly gave judgment for the defendants on the claim (which was for damages for alleged breach of contract) and also on a counterclaim for £175, which the judge held represented the loss sustained by the defendants owing to the refusal of the plaintiffs to take delivery. The plaintiffs appealed. At the close of the arguments judgment was reserved.

VAUGHAN WILLIAMS, L.J., in giving judgment, said that although the words "cash against documents" were frequently included in "c.i.f." contracts, there was no such inclusion in the present case; neither in his opinion was there any evidence of commercial usage to justify the court in introducing those words into the contract by implication. Yet Hamilton, J., acting upon his commercial knowledge, had held that the buyers were bound to pay against the shipping documents. He (the Lord Justice) did not think the court ought to allow that to be the basis of a decision between litigants where there was no evidence and no judicial recognition of such a usage. There must be evidence, in fact, of a commercial usage before there could be approval or adoption of it. In the circumstances he had come to the conclusion that there was no condition expressed or implied for payment against the shipping documents. The appeal must therefore be allowed. His lordship added that even if the defendants were entitled to judgment, in his opinion Hamilton, J., applied the wrong measure of damages to the counterclaim.

FARWELL, L.J., gave judgment to the same effect.

KENNEDY, L.J., dissented. In his opinion the buyers were liable to pay for the shipment when the goods were constructively tendered to them by presentation of the shipping documents. The appeal was allowed, with costs, and judgment was entered for the plaintiffs on the claim and counterclaim. In the event of the parties failing to agree to the plaintiffs' damages, liberty was given to apply to the court.—COUNSEL, *Leslie Scott*, K.C., and *Eustace Hills*, for the plaintiffs; *Atkin*, K.C., and *George Wallace*, K.C., for the defendants. SOLICITORS, *Nicholson, Graham, & Jones; Parker, Garrett, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

BALL *v.* WILLIAM HUNT & SONS (LIM.). No. 2. 18th March.

MASTER AND SERVANT—ACCIDENT—WORKMAN'S COMPENSATION—LOSS OF EARNING CAPACITY—INCAPACITY TO WORK—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), s. 1 (1), SCHEDULE 1 (1) (B) (3).

Where an accident causes disfigurement only, as distinct from incapacity, the case does not fall within the Workmen's Compensation Act, 1906. A workman, therefore, who was blind of one eye, was held not to be entitled to compensation for an accident which resulted in the removal of his blind eye.

Appeal from the refusal of the judge of the West Bromwich County Court to award compensation to an applicant under the Workmen's Compensation Act, 1906. The applicant, an edge tool moulder, many years ago met with an accident whereby his left eye became blind, but it was not removed, and to all appearance both eyes were normal, and the applicant for twelve or thirteen years worked at his trade of an edge tool moulder and earned his old rate of wages. In September last a piece of brick struck the applicant's left eye, and set up so much

inflammation that this eye had to be removed. Compensation at 10s. a week was paid for ten weeks, until the applicant had recovered from the operation; he subsequently applied to his former employers, the respondents, and to several other firms for work, but they refused to employ him on account of the fact that he had only one eye. Application was then made for compensation under the Workmen's Compensation Act, 1906, for loss of wage-earning capacity. The county court judge found that the applicant had not full capacity to do the work of an edge tool moulder, but that such incapacity was not caused by the accident in September last, but by the accident which happened some sixteen years ago, and consequently he refused to award compensation. The applicant appealed.

THE COURT (COZENS-HARDY, M.R., and BUCKLEY, L.J., FLETCHER MOULTON L.J., *dissentiente*) dismissed the appeal.

COZENS-HARDY, M.R.—In my opinion the decision of the county court judge was correct. Speaking generally, when an accident causes only disfigurement, as distinct from incapacity, the case does not fall within the Act. But I desire to guard myself by saying that there may possibly be occupations of such an exceptional character that the possession of a comely and undisfigured face may be regarded as an essential qualification. It may be that a parlourmaid whose face has been badly burnt could assert that she was "disabled from earning full wages," and that "incapacity for work" resulted from the accident, even after all the consequences of the burn, so far as physical powers are concerned, had disappeared. On that point I desire to keep an open mind. But the present case is quite different. The incapacity to work was in no sense due to the accident last September. At the utmost that accident only made obvious the existence of the prior incapacity. The applicant is neither more nor less capable than he was before September. I cannot hold the employers liable merely on the ground that he can no longer conceal his old defect. The language of section 1 (*b*) of the First Schedule shews that total or partial incapacity must result from the accident, and is in no way qualified by section 3, which only provides that where incapacity results from the injury the man's ability to find suitable employment may be taken into account in fixing the amount of the weekly compensation. I have not overlooked the fact that compensation was paid for ten weeks until Ball had completely recovered from the effects of the removal of the eye, by which time such incapacity as resulted from the accident had ceased. Any liability of the employer to pay compensation therefore ceased. In my opinion this appeal fails, and must be dismissed with costs.

FLETCHER MOULTON, L.J., in the course of his judgment, said that if the word "incapacity" in the Act were to be restricted to loss of physical power of doing work, the administration of the Act would be productive of the gravest injustice in the case of a workman who had sustained a personal injury which was permanent, but the effect of which upon his powers of work he had overcome by his own resolute efforts, so that he was able to do his work as efficiently as before. In his lordship's opinion, the Act was not open to the reproach that it failed to meet such cases of destruction or diminution of earning power by reason of personal injury. In the phrase "incapacity for work" in Schedule 1 (1) the word "work" was used in the sense of doing work as a workman—*i.e.*, for wages or other remuneration. It was to the capacity of earning wages as a workman that the whole scheme of the Act related. It was beyond question that the amount of the compensation depended on the change produced in this, and, in his lordship's opinion, the right to receive compensation depended on it also. A capacity to do certain physical acts, but not to do them as a workman for wages was not a capacity to do that work within the meaning of the Act. It followed, therefore, that, as a general principle, a workman had brought himself within the Act when he shewed that, by reason of an accident arising out of, and in the course of, his employment, he had sustained an injury which lessened his earning capacity, and this whether or not it had diminished his physical capacity for doing his work. The workman in the present case brought himself within this general principle. The appeal, therefore, should be allowed, and the case remitted to the county court judge to assess the compensation.

BUCKLEY, L.J., delivered judgment dismissing the appeal.—COUNSEL, *E. W. Cave; Shakespeare.* SOLICITORS, *Sharpe & Darby*, West Bromwich; *Tunbridge & Co.*, Birmingham.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

***Re* WALFORD. KENYON *v.* WALFORD.** Joyce, J. 23rd March.

WILL—POWER TO APPOINT AMONG NAMED PERSONS—DEFAULT OF APPOINTMENT—IMPLIED GIFT—DEATH OF REMAINDERMAN DURING LIFE INTEREST.

A bequest to A. for life, "with remainder as he shall by deed or will and in his sole discretion appoint amongst" certain named persons, creates a trust by implication, in default of appointment, for such of those persons as survive the testator, whether they survive the life tenant or not.

Wilson *v.* Duguid (1883, 31 *W. R.* 945, 24 *Ch. D.* 244) *applied.*

By her will, dated in 1891, the testatrix, Mary Walford, appointed her husband, J. H. N. Walford, her sole executor, and made (among others) the following disposition: "I also give, devise and bequeath all my estate and effects belonging to me for my separate use unto my said husband for his life, with remainder as he shall by deed or will and in his sole discretion appoint amongst the said John Achton Henshaw Walford and my daughter, Mary Joan Henshaw Walford." The testatrix died in 1900. Her husband died on the 31st of July, 1910, without having exercised the special power of appointment given to him by the will of the testatrix. J. A. H. Walford, who was their son, died in 1903, having by his will appointed his father his executor. On the death of J. H. N. Walford the executors and trustees of his will took out this summons for the determination of the question (among others) whether, upon the true construction of the will of Mary Walford, the trust funds then representing her separate estate were divisible in equal moieties between the plaintiffs, as legal personal representatives of J. A. H. Walford, and the defendant, M. J. H. Walford, notwithstanding the fact that J. A. H. Walford predeceased his father, or how otherwise. At the hearing reference was made to *Woodcock* v. *Renneck* (1841, 4 Beav. 190), *Wilson* v. *Duguid* (1883, 31 W. R. 945, 24 Ch. D. 244), *Re Weekes' Settlement* (45 W. R. 265; 1897, 1 Ch. 289), and Farwell on Powers, pp. 466, 474.

JOYCE, J.—In the absence of any authority to the contrary, I do not feel any doubt about this question. It would be a very serious matter if I were to come to the conclusion that the law was otherwise. It is clear, I think, that the intention of Mrs. Walford was to create a trust in favour of a class consisting of her son and her daughter, giving to her husband a discretion as to which member of the class should take and how. That being so, I consider that, the discretion not being exercised, the trust takes effect in favour of the class—that is, these two persons (or their representatives)—and that they take equally.—COUNSEL, for the plaintiffs, *Leeke;* for M. J. H. Walford, *Cann;* for the second wife of J. H. N. Walford, *Hughes*, K.C., and *Harman.* SOLICITORS, *May, How, & Chilver*, for *How & Son*, Shrewsbury; *Johnson, Weatherall, & Sturt*, for *G. Hadfield, Bennett, & Carlisle*, Manchester; *Trotter & Patteson.*

[Reported by H. F. CHETTLE Barrister-at-Law.

***Re* LESLIE'S HASSOP ESTATES.** Eve, J. 24th March.

TRUSTEE—PUBLIC TRUSTEE—POWER TO APPOINT NEW TRUSTEES—NOT LESS THAN THREE—APPOINTMENT OF PUBLIC TRUSTEE BY COURT—TRUSTEE ACT, 1893, ss. 10, 25—PUBLIC TRUSTEE ACT, 1906, ss. 3, 5—SETTLED LAND ACT, 1882, ss. 39, 45.

The court has jurisdiction to appoint the Public Trustee as sole trustee even when the power to appoint new trustees in the trust instrument provides that the number of trustees shall be not less than three.

The Public Trustee can be appointed sole trustee for the purposes of the Settled Land Acts.

This was an adjourned summons asking for the appointment of new trustees of a settlement by the court, and it raised the question whether the Public Trustee could be appointed, having regard to the fact that the power to appoint new trustees in the settlement provided that the number of trustees should not be less than three. The trustees were desirous of being discharged from the trusts, but the tenant for life, the donee of the power to appoint new trustees, declined to exercise it. The trustees thereupon applied to the court to appoint new trustees, and on that application it was referred to the master to appoint new trustees or the Public Trustee, but on the appointment to settle the order it was objected that the court had no jurisdiction under the circumstances to appoint the Public Trustee as sole trustee of the settlement. The matter was adjourned into court, when it was argued on behalf of the trustees, not only that the number of trustees could not be reduced, but that the Public Trustee, being a corporation sole, was not empowered by the Public Trustee Act to hold land.

EVE, J.—This application raises the question whether the Public Trustee can be appointed sole trustee of a settlement where the power to appoint new trustees provides that the number of trustees shall not be less than three. In the present case the surviving trustees are desirous of being discharged from the trusts, and the power to appoint new trustees is in the tenant for life, who, for reasons which need not be stated, does not wish to exercise the power. The trustees, wishing to get their discharge, applied to the court by this summons for the appointment of new trustees. On the hearing of that application it was referred to the Master to appoint new trustees or the Public Trustee, but on the appointment to settle that order the question was raised whether the court had jurisdiction under the circumstances to appoint the Public Trustee as sole trustee of the settlement, and counsel on behalf of the trustees has to-day pointed out some difficulties which he thinks support that view. I think it is quite clear that under the Trustee Act, 1893, and the Public Trustee Act, 1906, the donee of the power could appoint the Public Trustee to be a sole trustee of the settlement. I agree that under the Trustee Act, 1893, he could not appoint less than three trustees, but that Act must now be read with the Public Trustee Act, 1906, and although under section 10 of that Act the power is subject to the provisions of the settlement, section 5 is not so subject. I do not find anything in section 25 of the Trustee Act, 1893, which imposes an obligation on the court to keep up the original number of the trustees. On the other hand, section 5 of the Public Trustee Act gives power to appoint the Public Trustee in place of any number of trustees originally appointed, and section 3 by implication confers on the court jurisdiction to disregard any direction not to appoint the Public Trustee and to direct that he shall be appointed. It is obvious, therefore, that where the settlement provides not that the Public Trustee shall not be appointed, but only that not less than three shall be appointed, the court has jurisdiction to appoint the Public Trustee as sole trustee. Then it is said that the Public Trustee cannot be appointed sole trustee under the Settled Land Act,

1882, because that Act contemplates that capital money shall not be paid to fewer than two trustees, but that is only where no contrary intention is expressed in the settlement, as appears from section 39 and section 45. It seems to me that where there is a power in some person under the settlement to appoint new trustees, that means that he can appoint in accordance with the statutory provisions for the time being in force. It follows that capital money could be paid and notice given to the Public Trustee under sections 39 and 45. Then it is said that there is nothing in the Act of 1906 which enables the Public Trustee to hold land. But if I came to that conclusion I should be shutting my eyes to the whole purview of the Act. The Legislature contemplated, amongst other things, the grant of probate to the Public Trustee, and it consequently contemplated that he should be clothed with all the attributes of an ordinary trustee, and must have the power to possess himself of the trust property. The absence of any express provision on the point is sufficiently explained by the fact that it necessarily follows. I therefore direct the order to be drawn up as originally pronounced.—COUNSEL, *A. L. Ingpen; Edward Beaumont.* SOLICITORS, *Fooks, Chadwick, Arnold, & Chadwick; Gribble, Oddie, Sinclair, Rowlatt, & Johnson.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

***Re* THOMAS PRICE (Deceased). LAWFORD *v.* PRICE.**

Parker, J. 14th Feb.

CONFLICT OF LAW—DOMICIL—GENERAL POWER OF APPOINTMENT—WILL.

A British subject, who had married a Dutchman, and acquired a Dutch domicil, made a will which was admitted to probate in England by which she intended to exercise a general power of appointment in favour of her husband.

Held, that the will operated as a complete exercise of the power in favour of the husband, notwithstanding certain limitations imposed by Dutch law on testamentary disposition.

A testatrix, who was a British subject, had married a Dutchman, and died in 1909, having made her will, which was admitted to probate in England. This will was made in Dutch form, but was executed and attested by the testatrix and two witnesses in the presence of each other. The testatrix had a general power of appointment under an English will, and by her will she appointed "as her sole heir of the whole of which the law in force at the time of her death shall allow her to dispose of in his favour, her husband"; she also appointed her husband "as executor . . . giving him for that purpose all requisite power, mandate, and authority." It appeared, however, from evidence before the court that according to Dutch law a surviving parent of a deceased person who had died childless had a right to a certain portion of that person's succession; and that in this case the testatrix's mother (since her daughter had died childless) was entitled to one-eighth portion of her daughter's succession, including a one-eighth portion of the funds over which the power existed. It also appeared from the evidence that, according to Dutch law, the will operated as an exercise of a general power of appointment. The question raised on the summons was whether the testatrix's husband was entitled to the whole fund over which the power of appointment existed, or whether he was only entitled to seven-eighths of the fund.

PARKER, J., in the course of his judgment, said that the testatrix, by her marriage with a Dutchman, had become a Dutch subject, and her domicil had become a Dutch domicil. Under these circumstances she had made a will in Dutch form, which was executed and attested in the manner required by English law. This will was, therefore, admitted to probate in England, and there was no reason why, in his lordship's opinion, for questions which were before the English courts, it was not a will to which the Wills Act could be applied. The gift to the husband was, in effect, a gift to him of all that the testatrix could leave in his favour; and it was because of certain restrictions imposed by the Dutch law upon the free disposition of property that the qualifying words were inserted. The question raised was whether, and how far, and in whose favour, the will operated to exercise the power of appointment. Applying the English law, it appeared that this will, both because it was a will executed in accordance with English law, and because, according to the law of the domicil, it was capable, properly construed, of exercising a general power of appointment, did exercise the general power of appointment reserved to the testatrix by her father's will. It was contended, however, that according to the true construction of this will there was an appointment to the husband of seven-eighths of the fund, and an appointment in favour of the person who would have been entitled, according to Dutch law, of the other one-eighth. In favour of the contention that the husband was entitled to the whole fund, the cases of *Powey* v. *Hordern* (1900, 1 Ch. 492) and *Re Méyret* (1901, 1 Ch. 547) were cited, in which it had been held that a special and a general power of appointment under an English document could be exercised in such a way as to dispose of property in a manner inconsistent with a foreign law. *Re Bald* (41 SOLICITORS' JOURNAL 490, 75 L. T. 462) is to the same effect. His lordship did not consider that the Court of Appeal intended to alter the law as laid down in these cases by its judgment in *Re Hadly* (53 SOLICITORS' JOURNAL 46; 1909, 1 Ch. 20). His lordship was, therefore, of opinion that the effect of the exercise of the power of appointment by the Dutch will vested the whole fund in the husband for his own benefit, so far as the testatrix could vest it, and that, having regard to the cases cited, she could vest it in him wholly, notwithstanding that according to Dutch law she was subject to certain disabilities in disposing freely of her estates in Holland.—COUNSEL, *Austen-Cartmell; Martelli*, K.C., and *Owen Thompson; J. H. Bethell; Romer*, K.C., *W. R. Bisschop.* SOLICITORS, *Patersons, Snow, Kinder, & Lawson*, for *Longueville & Co.*, Oswestry; *Wansey, Stanmore, & Co.; Russell-Cooke & Co.*

[Reported by F. BRIGGS, Barrister-at-Law.]

High Court—King's Bench Division.

MINTURN *v.* BARRY. LONDON COUNTY COUNCIL *v.* BARRY.

Div. Court. 22nd March.

LONDON BUILDING—PARTY WALL—VERY DAMP—"DEFECTIVE OR OUT OF REPAIR"—LONDON BUILDING ACT (57 & 58 VICT. C. CCXIII.), S. 88 (1).

A party wall within the meaning of the London Building Act, 1894, *if it is permeated with dampness may be "defective" within the meaning of section* 88 (1) *of that Act, although it is in no way cracked or out of position.*

Two appeals from the Brompton County Court. The plaintiff, Miss Minturn, was the freeholder of No. 14, Chelsea-embankment. The adjoining house, No. 15, Chelsea-embankment, was occupied by the defendant, Sir J. Wolfe Barry, as tenant to the defendants, the London County Council, who were the freeholders. Between the two houses was a party wall, within the meaning of the London Building Act, 1894. The wall was a wall of the houses; but it appeared that the wall had originally been only a garden wall, and was constructed as such. Subsequently, however, buildings were put against it. By section 88 (1) of the said Act: "The building owner shall have the following rights in relation to party structures—that is to say (1), a right to make good, underpin, or repair any party structure which is defective or out of repair." On the 2nd of June, 1910, the plaintiff served on the defendants a party structure notice under the Act, stating that after the expiration of two months she intended to exercise the rights given to her by the above-mentioned sub-section, and detailing the works she proposed should be carried out. A difference having arisen between the building owner and the adjoining owner, the matter was, under section 91 (1) of the Act, referred to two surveyors, and on their failing to agree, the matter was referred to a third surveyor, Sir Alexander Stenning, who by his award found that the party wall was not so defective or out of repair as to necessitate any works being executed under a party structure notice. From this award the plaintiff appealed to the county court. Her counsel, in opening the case, stated that the "defect" or "lack of repair" in respect of which the notice was given was that the wall was very damp—so damp that certain rooms in the basement of her house were rendered uninhabitable. Upon this the defendants took the point that the mere fact that the wall was damp, however damp it might be, could not be said to render the wall defective or out of repair within the meaning of section 88 (1) (*ubi supra*), and the deputy county court judge gave judgment for the defendants upon this ground. From his decision the plaintiff appealed.

PHILLIMORE, J.—In this case I am of opinion that the matter must go back to the deputy county court judge. On the case being opened before him, objection was taken to which unfortunately he gave effect. It was alleged on behalf of the plaintiff, the building owner, that a wall which had admittedly become a party wall, having become one by rather an indirect process, had become defective or out of repair within the meaning of section 88 (1) of the London Building Act, 1894. In opening the case before the learned deputy county court judge it was stated that there was a considerable amount of evidence forthcoming to the effect that the wall was defective, inasmuch as, being part of the wall of a house, it let in damp. I have a certain measure of sympathy with the adjoining owner, because this wall was only defective as being the wall of a house, and it has only become defective because it has become part of the wall of a house, though in all probability it was originally only a garden wall, in which capacity it was quite effective. But subsequently it had a burden put upon it for which it was not originally constructed. Yet the fact remains that as a party wall it was defective, just as if, having originally been built as a party wall, it had cement facings which afterwards came away in flakes so that the damp came through. At all events, that was the question which these parties were entitled to have tried, whether this party wall was defective or out of repair. I gather that Sir Alexander Stenning, the very eminent surveyor who acted as umpire, came to the conclusion that the wall was not defective, because he thought that no wall which was structurally sound enough to bear the weight resting upon it, and to keep out the access of the wind and other physical agencies, could be called defective within the meaning of the section. If that was what he meant, I respectfully disagree with him. This question of whether a party wall was deficient or out of repair is a question of fact which the Legislature has provided shall be tried in the county court. That being the case, there is nothing more to be said in the matter. The parties here are adjoining owner and building owner, and a party structure notice, good in form if

dampness may be called a defect which could be cured by such works as were specified in the party structure notice, came before the surveyors under section 91 (1) of the Act. By sub-section 2 of that section, if one of the two parties does not like the decision of the surveyors, he is entitled to go before the county court judge and get the decision rescinded or modified. Even assuming that the learned counsel for the respondent is right in his last point, that the county court judge cannot of himself make the award harder, or bear more hardly on an adjoining owner, than it was made by the umpire, he is at least entitled to rescind any award made by the umpire, so that the matter must be tried over again. I think myself that the county court judge is entitled to make the award or give the judgment which the umpire ought to have given in the first instance, whether his decision presses more hardly either upon the adjoining owner or upon the building owner than the award made in the first instance. But, however that may be, the real matter we have to decide is whether or not dampness in a party wall in sufficient quantity makes the wall defective within the meaning of the section. In my opinion it does, and, that being so, the matter must go back to the county court judge.

Bankes, J., gave judgment to the same effect.—Counsel, for the plaintiff, *Dickens*, K.C., and *Willoughby Williams;* for Sir J. Wolfe Barry, *Bliss;* for the London County Council, *F. F. Daldy.* Solicitors, *Wadeson & Malleson; Hopgoods & Dowson; Edward Tanner.*

[Reported by C. G. Moran, Barrister-at-Law.]

REX *v.* **SOUTH SHIELDS LICENSING JUSTICES.** *Ex parte* **NORRISON.**
Div. Court. 21st March.

Off Licence—Refusal to Renew—Previous Convictions under the Licensing Acts—Meaning of Subsequent Offence—Licensing Act, 1910 (10 Ed. 7, c. 24), s. 65.

In November, 1910, *the appellant, an holder of an off-licence, was summoned under section* 3 *of the Licensing Act,* 1872, *for two offences—namely, for having sold beer at unauthorized places, and for exposing beer for sale at the same time and places. He was served with two separate informations, but the summonses were heard together, and the appellant was convicted and fined on both charges. On the* 8*th of February,* 1911, *the appellant applied for a renewal of his licence at the general licensing sessions. The police pointed out to the justices that the appellant had previously been twice convicted of an offence under the Licensing Acts. Thereupon the justices refused the renewal, on the ground that the licence had been forfeited by operation of law, so that there was no licence in existence which could be renewed.*

Held, that the proper construction of section 65 *of the Licensing Act,* 1910, *was that a second offence meant an offence committed after a previous conviction; that the statute aimed at repressing repeated breaches of the law; and that, as there was nothing to shew the justices which of the convictions relied on was a second offence, the rule to make the justices hear the application for renewal must be made absolute.*

This was a rule calling upon the justices of South Shields to shew cause why a *mandamus* should not issue to compel them to hold an adjourned meeting, to hear and determine the appellant's application for the renewal of an off-licence to sell beer. The facts of the case appear sufficiently from the headnote. In shewing cause it was contended that the provisions of section 3 of the Licensing Act, 1872, had been fulfilled, inasmuch as there had been undoubtedly two convictions, one of which must have been subsequent to the other. At the time, the attention of the appellant had been called to the fact that he was being charged with distinct offences. In support of the rule, it was argued that neither of the offences of which the appellant had been convicted was a second offence within the meaning of the Act. There had to be a previous conviction before there could be a second offence.

Lord Alverstone, C.J., in giving judgment, said that the question to be decided was whether the justices rightly determined that the appellant's licence was void. It was true they had two convictions before them, but there was nothing to shew which of the two was the second conviction, especially in view of the fact that the justices knew the convictions were obtained together. Section 65 of the Licensing Act, 1910, substantially re-enacted section 3 of the Licensing Act, 1872, otherwise repealed, and the court had to consider the words, "in the case of a second offence," contained in that section. The statute apparently aimed at repressing repeated and persistent breaches of the law, and the working of section 65 and its subsections would be impossible unless the words "second offence" and "subsequent offence" meant offences committed after a previous conviction. Sub-section 3 of section 65 of the Act of 1910 was the section under which a licence was forfeited by reason of conviction for a second offence. As it was such a serious matter, the sub-section should be construed literally—namely, the words "second offence," meaning an offence committed after a previous conviction. The justices ought to have construed the section in its true sense, and the rule that they hear and determine the application would be made absolute.

Ridley and Channell, JJ., concurred.—Counsel, shewing cause, *Inskip;* in support of rule, *Scott Fox*, K.C., and *C. E. Jones.* Solicitors, *Ford & Ford*, for *Robert Purvis*, South Shields; *Doyle, Devonshire & Co.*, for *Molineux & Sinton*, Newcastle-on-Tyne.

Reported by Gerald Dodson, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

L. v. L. Evans, P. 27th Feb.; 13th March.

Judicial Separation—Wife-petitioner Convicted and Sentenced for Fraud—Application for Permanent Alimony—Inquiry Ordered.

Notwithstanding the fact that a wife, who had obtained a decree of judicial separation, had been convicted of fraud both prior and subsequent to the marriage, the court declined to say that she was not entitled to alimony, and ordered an inquiry, but observed that her conduct might be considered.

Summons in chambers. This was an appeal from Mr. Registrar Inderwick, and is reported with the approval of the President. The facts necessary for this report sufficiently appear in the reserved judgment set out below.

March 13.—Evans, P., said: This is an appeal from the registrar made upon the application of the petitioner for permanent alimony. In form the application was to strike out certain paragraphs of the respondent's affidavit, and for a declaration that the petitioner was not entitled to alimony from the respondent. In substance the question is whether upon the facts the petitioner was disentitled to any allowance by way of permanent alimony following upon a decree which the petitioner had obtained for a judicial separation from the respondent. The petitioner is the wife and the respondent is the husband. On the 4th of February, 1907, upon the petition by the wife, a decree for restitution of conjugal rights was made against the husband. The husband failed to obey this decree, and thus became guilty of statutory desertion. Thereupon the wife presented a petition for judicial separation. Upon her petition a decree of judicial separation was pronounced on the 10th of June, 1907. The wife has no means. The husband has an income of about £1,600 per annum. *Primâ facie*, therefore, the wife is entitled to permanent alimony. The husband, in answer says that she was guilty of frauds before the marriage, which greatly disappointed his expectations, and after the marriage which entailed upon him heavy losses. The wife was convicted of certain frauds before the marriage, and was also convicted of fraud subsequent to the marriage. The question in these circumstances is not as to the amount of permanent alimony to which she may be entitled, but as to whether I can say without inquiry being held that she is not entitled to any alimony at all. The decision in a previous application was that while the petitioner was in prison under the conviction for fraud she was not entitled to have an inquiry as to permanent alimony. Bargrave Deane, J., said: "I see that a time may come when it will be necessary that this inquiry should be held, and the best order I can make now is that the application for permanent alimony should stand over until, say, two months before the time comes when the petitioner will be released from prison. An inquiry can then be held, and an order can be made to take effect from the time when she comes out of prison." I do not regard that as a decision against this application, though the point was not, in fact, raised. The principles upon which alimony is given in suits for judicial separation are to be conformable to those which prevailed in the Ecclesiastical Courts (*vide* section 22 of the Matrimonial Causes Act, 1857). In Godolphin's Abr. 508, alimony is defined as follows: "Alimony, although it properly signifies nourishment or maintenance when strictly taken, yet now in the common, legal, and practical sense it signifies that proportion of the husband's estate which the wife sues in the Ecclesiastical Court to have allowed her for present subsistence and livelihood, according to law, upon any such separation from her husband, as is not caused by her own elopement or adultery"; and "elopement" there is explained as meaning "that voluntary departure of a wife from her husband to live with an adulterer, and with whom she does live in breach of the matrimonial vow, whereby she incurs the forfeiture of her dower, unless her husband upon her free and voluntary submission shall think fit by way of reconciliation to receive her again and re-admit her into the former conjugal relation." Ayliffe, in his "Parergon," p. 58, says: "Alimony signifies that legal proportion of the husband's estate which by the sentence of the Ecclesiastical Court is allowed to the wife for her maintenance upon account of any separation from him." In Poynter on Marriage and Divorce, p. 91, permanent alimony is described as "that legal proportion of the husband's estate which by sentence of an Ecclesiastical Court is allotted to the wife for her maintenance after a sentence of divorce [which of course means divorce *a mensâ et thoro*] by reason of the cruelty or adultery of the husband, as the permanent allowance to be paid by the husband to the wife during the period of their separation." The origin of the wife's right to alimony was the right which the husband had upon the marriage to all the property of the wife. The legislation of the last generation has deprived the husband of his rights to the wife's property, but his obligation to provide for her maintenance in proportion to his ability so to do remains upon grounds which are broader and deeper. The amount of the alimony, and indeed in some degree the question of whether or not it should be allowed, in the discretion of the court, a discretion to be exercised judicially according to established principles of law, and upon an equitable view of all the circumstances of the particular case. It has from time to time been argued that in cases of separation where the wife is the party at fault she cannot be entitled to alimony; but this question has now been set at rest by the decisions in *Prichard* v. *Prichard* (3 Sw.

& Tr. 523), and in *Gooden* v. *Gooden* (40 W. R. 49; 1892, P. 1). In the case now before this court the husband has been most unfortunate in his marriage and in his marital relations. He has greatly suffered from the financial losses which he has incurred by reason of his wife's extravagant and fraudulent conduct. It was argued on his behalf that she procured him to marry her by her fraudulent misrepresentations. If this were so, it would not, of course, in any way affect the validity of the marriage. Indeed the proceedings in which the application now before the court is made shew and establish the validity of the marriage. The wife obtained her decree for restitution of conjugal rights. The husband disobeyed this decree. He thereby became guilty of desertion by statute. She thereupon obtained her decree for judicial separation. Although she was afterwards convicted and sentenced to penal servitude, she remains by law his wife, and he is still by law her husband. The decree for judicial separation makes her a *feme sole* with regard to contracts, torts, and rights of property, and it relieves him to some extent from liability arising from her contracts or torts; but it does not exonerate him from all liability in respect of necessaries supplied to her if she has no means of subsistence, unless he complies with such order as the court may make with regard to her alimony (*vide* section 26 of the Matrimonial Causes Act, 1857). The conduct of the wife may be looked at when the court is asked to order permanent alimony, just as it may be considered upon an application for alimony *pendente lite*: *Brisco* v. *Brisco* (2 Hagg. Con. 199 and 201). The contention for the respondent here is that there ought to be no inquiry as to permanent alimony, or, in other words, that the court has no jurisdiction to order that she should receive any alimony at all. She has no means whatsoever. If she receives no alimony she may either have to beg or to become a burden on the public or to be driven to vice or to starve. It may be, and no doubt is, a hardship upon the husband, but in so far as matrimonial offences cognisable by the law are concerned, she has proved him to be in the wrong by obtaining the two decrees against him. In these circumstances I order that the inquiry as to permanent alimony do proceed; but the order of the registrar must be varied, because the paragraphs of the respondent's affidavit which he ordered to be struck out must stand, as they contain statements of circumstances which cannot be excluded from consideration when the inquiry comes to be held. The respondent must pay the costs of this appeal. Leave to appeal was granted.—COUNSEL. *Barnard*, K.C., and *S. Bevan*, for petitioner; *G. Wallace*, K.C., and *A. S. Carr*, for respondent. SOLICITORS, *Edgar Smith & Co.*, for petitioner; *E. F. Turner & Son*, for respondent.

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

MARIGOLD (otherwise EVANS) *v.* MARIGOLD. Evans, P. 20th March.

NULLITY—PERMANENT MAINTENANCE—DUM SOLA CLAUSE—REDUCED AMOUNT ON REMARRIAGE—MATRIMONIAL CAUSES ACT, 1907 (7 ED. 7, c. 12).

The court has power in nullity suits to fix permanent maintenance dum sola, and to reduce amount on remarriage.

Motion to confirm the report of the registrar fixing permanent maintenance for a wife who had obtained a decree of nullity on the ground of the husband's incapacity. The parties had been married on the 9th of April, 1889, and on the 24th of February, 1910, a decree *nisi* for nullity was pronounced, which had recently been made absolute. The parties had lived together for twenty years without the wife being aware that she had any legal remedy. In August, 1909, the husband left his wife, having come into a large increase of income on the death of his mother. The wife consulted her solicitors, and having ascertained her legal position, filed a petition for nullity. Subsequently she filed a petition for permanent maintenance. The registrar reported that the husband's income was about £1,350 per annum, and submitted that maintenance should be secured to the wife at the rate of £400 a year. Counsel for the husband submitted that the wife, having elected to have the marriage declared null and void, instead of suing for restitution of conjugal rights, could not now be heard to complain that she had lost her position as a wife. When the parties lived together their income varied from £300 to £540, but now that the husband had £1,300 per annum the lady wished for £400 for herself alone. In such a case the maintenance should be *dum sola* (*Wood* v. *Wood*, 1891, P. 272, and *Smith* v. *Smith*, 1898, P. 25), and if she remarried her maintenance should cease, as in *Sharpe, otherwise Morgan* v. *Sharpe* (1909, P. 20). In nullity cases the court had never yet reduced the amount of maintenance on remarriage. Counsel for the wife contended that all the facts and circumstances must be considered. Here the husband had deceived the wife, and caused her to lose the best twenty years of her life. In this case £400 per annum was a very reasonable amount for a man to provide as a jointure for his widow, having regard to the principles laid down in *Sykes* v. *Sykes* (1897, P. 306) and *Kettlewell* v. *Kettlewell* (1898, P. 138).

EVANS, P., said that, having regard to all the circumstances, he thought that £400 was a reasonable sum for the husband to allow his wife as permanent maintenance. The husband had suggested that if she remarried £250 would be sufficient. He had, therefore, come to the conclusion that permanent maintenance should be secured to the wife *dum sola* at the rate of £400 per annum, but that if she remarried she should only receive the sum of £250 per annum. These two amounts were in the approximate ratio of one-third and one-fifth to the husband's income. The matter would accordingly be referred to conveyancing counsel to settle deed and security.—COUNSEL, *Le Bas*, for wife; *Bayford*, for husband. SOLICITORS, *Johnson, Weatherall, & Sturt*, for wife; *Beale & Co.*, for husband.

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

Societies.

The Selden Society.

ANNUAL MEETING.

The annual meeting of the Selden Society was held on Wednesday, in the Council Room, Lincoln's-inn Hall, the president (Mr. W. C. Renshaw, K.C.) taking the chair. Among those present were Mr. Justice Joyce, Sir Frederick Pollock, Sir John Gray Hill, Mr. P. O. Lawrence, K.C. Mr. C. A. Russell, K.C., Mr. A. H. Jessel, K.C., Mr. J. G. Wood, Mr. Boydell Houghton, Mr. E. H. Thirlby, Mr. R. W. Cracroft, Professor J. H. Morgan (University College, London), Mr. J. E. W. Rider (hon. treasurer), and Mr. B. Fossett Lock (hon. secretary).

The CHAIRMAN, in moving the adoption of the report, said that the sanction of the King had been obtained as patron of the society. His Majesty had been patron as Prince of Wales, but that patronage ceased when he succeeded to the throne. The accounts of the society presented a very satisfactory balance, which would be reduced by the payment for the issue of the twenty-fifth and twenty-sixth volumes, which was about to take place. With regard to the publication of books, he must speak rather apologetically. The volume for 1909 was "The Eyre of Kent, 6 & 7 Ed. 2, volume 1," and it dealt with the records of the justices' itinerary in 1313-4. It was a very excellent book. Unfortunately, the gentleman who was editing it, Mr. Vernon Harcourt, died suddenly when he had partially completed the work, and it took time to find someone to succeed him, so that its production had been delayed. It was a book of great interest, because it was the only book of the sort that had ever been printed, with one exception. Professor Maitland discovered a manuscript, which turned out not to be a very correct one, in the library of the University of Cambridge, and Mr. Harcourt found seventeen other manuscripts, more or less incorrect, and all these having been collated the work was completed. It was lengthy, but it was of very great importance in the history of the law in this country, and of great importance to any future historian of Kent. Volume 25 ought to have been in the hands of the members by this time. Everything had been ready for its printing, when the printers discovered that they had no proper paper on which to print it, and the paper had to be manufactured specially, but he hoped it would be issued next week. It dealt with the Star Chamber proceedings in the time of Henry 8th. The society had already issued a volume dealing with the time of Henry 7, and he hoped they would be able to go on issuing further volumes dealing with the matter until the end of the Star Chamber proceedings at the termination of the reign of Charles 1. The volume for the present year was also approaching completion. It was a volume of the Year Books in continuation of the last volume of "The Year Book of the Eyre of Kent." It was almost ready to go to the printers. He believed the strike was still causing a good deal of trouble at Messrs. Eyre and Spottiswoode's, and the publication might be delayed, but he hoped it would be not much delayed. As to the future publications, there, again, there had been misfortune. Professor Gross, of Harvard, had died, having collected materials for the second volume of "Select Cases in the Law Merchant," and the collection he had made had not yet been found. It was hoped that it would be discovered, but at present it had been impossible to arrange for the completion of the work. The Master of the Rolls had ceased to be vice-president by the termination of the regular period of three years, and the council had nominated Mr. Justice Joyce in his place. Casual vacancies on the council had been filled up by the appointment of Lord Justice Fletcher Moulton and Mr. Thomas Rawle.

Sir FREDERICK POLLOCK seconded the motion. With regard to the issue of "The Year Book of the Eyre of Kent," he said that there had been great difficulties. As it was left the text had been transcribed and very nearly revised, but not quite. The great quantity of material and the badness of its quality had been very troublesome. Of all the eighteen manuscripts which had been got together not one was even tolerably good according to the average standard of thirteenth century manuscripts. The French was exceedingly corrupt and the Latin not good, and that was the material that Mr. Bolland and he had had to work upon. He believed, however, that they had succeeded in getting a pretty fair representation of what must have been intended to have been meant by the scribes of that period, and he congratulated the society on having secured the services of Mr. Bolland, from whom they might expect to get some excellent work. The volume of "Select Ecclesiastical Pleas," by Mr. Harold D. Hazeltine, which was promised, would be very interesting. Very little was known about the proceedings of the Ecclesiastical Courts in the middle ages.

The motion was carried.

Mr. Justice JOYCE moved a vote of thanks to the Master of the Rolls for his services as vice-president during the last three years. The Master of the Rolls had devoted a great deal of time to the interests of the society.

Sir JOHN GRAY HILL seconded the motion. He said he was sorry that the members of his own branch of the profession did not support the society in greater numbers. Perhaps also more of the members of the bar might join, but that was not his business. There were only

352 members of the society altogether, and there were some 17,000 solicitors, and he did not think that 1 per cent. of them belonged to the society. Probably a great many did not know of its existence. They were not aware, he supposed, of the publications the society issued. The Year Books, for example, had only reached to the reign of Edward II. If the society had more members there would be some hope of seeing them reach the reign of Edward III. before many years had passed, but there was little hope of that at present. These Year Books were of the greatest interest, and it was very interesting to see that attorneys were existing apparently as a profession 600 years ago. There was one case where the judge called an attorney a "wicked rascal," but he found that the Lord Chief Justice called one of the serjeants a "wicked caitiff," so that what was sauce for the goose was sauce for the gander. But these publications threw a very strong light upon the manners of the time and the state of the law, and one saw the judges trying to administer justice in a humane kind of way, though they were strangled by technicalities, and one also saw the history of the beginnings of the growth of English law. All that was not too close to the practice of the lawyer of either branch to make it tiresome for him to read after he had done his day's work, and yet it had sufficient relation to his day's work to make it interesting. He thought that no one could read these publications without being greatly interested in their contents. He was glad that there was the promise of another volume of the "Law of Merchants," where it appeared that justice was often done with commendable celerity, of which he gave an instance. He did appeal to members of his own branch of the profession to join the society, and aid it with their subscriptions and their interest, so that the society might be able to get these volumes brought out faster than was the case at present.

The motion was carried.

Mr. J. G. Wood proposed a vote of thanks to Sir Frederick Pollock and Professor Vinogradoff, literary directors; Mr. J. E. W. Rider, hon. treasurer; Mr. J. W. Clark, K.C., and Mr. Hubert Hall, hon. auditors; and Mr. B. Fossett Lock, hon. secretary.

Mr. Cracroft seconded the motion, and it was carried.

Mr. Boydell Houghton moved a vote of thanks to the treasurer and benchers of Lincoln's-inn for the use of the hall, and to the president for presiding.

Mr. E. H. Thirlby, in seconding the motion, joined with Sir John Gray Hill in the appeal to members of their own branch of the profession to join this most excellent society.

The Chairman returned thanks, and the proceedings terminated.

Solicitors' Law Stationery Society (Limited).

The twenty-second annual general meeting of the society was held on the 27th inst., at 104-7, Fetter Lane, Mr. W. Arthur Sharpe presiding.

The report stated that the turnover had increased from £64,960 in 1909 to £73,389, and that the profit for the year was £6,774 9s. 1d., against £4,889 9s. 9d. in 1909.

The Chairman, in moving the adoption of the report, mentioned that the profit for the year was exceptional, and he attributed this, amongst other things, to publications issued in connection with the Finance Act, and to two General Elections having occurred during the year.

A dividend at the rate of 6 per cent. per annum, making 9 per cent. for the year, free of income tax, and a distribution of profits amongst customers, in accordance with the articles of association, was declared.

Law Students' Journal.

Law Students' Societies.

Law Students' Debating Society.—March 28.—Chairman, Mr. R. W. Handley.—The subject for debate was: "That Tariff Reform is the curse of the Conservative Party." Mr. C. H. Gurney opened in the affirmative, Mr. C. S. Krauss opened in the negative. The following members continued the debate:—Messrs. Pillans, Bartlett, Harnett, Henderson, W. S. Jones, Burgis, Shearn, Shrimpton, and Kafka. The motion was carried by one vote.

Birmingham Law Students' Society.—An ordinary meeting of this society was held at the Law Library, Bennetts Hill, on Tuesday, the 28th of March, T. H. Bethell, Esq., in the chair.—The following moot point was debated: "Johnson and Wilkins are in negotiation with regard to certain business transactions, and Wilkins, wishing to find out the financial position of Johnson, and knowing that he banks at the London and Western Bank, instructs his own bankers (Hardy & Co.) to make inquiries. The London and Western Bank, in answer to Hardy & Co., write a letter containing a disparaging account of Johnson's financial stability, and in consequence the negotiations are broken off. Has Johnson any right of action against the London and Western Bank?" Mr. Maurice I. Clutterbuck opened in the affirmative, and was supported by Messrs. P. M. Kerwood, T. G. Mander, E. C. G. Clarke, D. E. Ward, T. H. Ekins, and B. G. Talbot. Mr. J. D. Sampson opened in the negative, and was supported by Messrs. T. L. Baley, A. J. Hatwell, W. J. Blackham, G. H. Willcox, and D. A. Daniels. After the openers had replied the chairman summed up, and on the question being put to the meeting the voting resulted:—For the affirmative, 8; for the negative, 6. A hearty vote of thanks to the chairman concluded the proceedings.

Obituary.

Mr. H. J. V. Philpott.

The death is announced, at the age of seventy years, of Mr. H. J. V. Philpott, for over thirty years Clerk to the Worshipful Company of Butchers. Mr. Philpott, who was a native of Haverfordwest, was, says the *Times*, as a solicitor, closely associated with the meat traders of Smithfield. Early in his professional career he was engaged in the conveyancing department of the Solicitors to the Ecclesiastical Commissioners, and after starting in practice in the City he became secretary to the Butchers' Charitable Institution. Later he was elected Clerk to the Butchers' Company, a position from which he retired last December. On that occasion the Court of the Company presented him with a silver service, and in a codicil to his will Mr. Philpott provides that, on the death of his widow, this shall pass to the Butchers' Company.

Legal News.

Appointments.

Mr. Walter Llewellyn Fry, barrister-at-law, has been appointed Coroner for the Northern District of the County of York. Mr. Fry was called to the Bar in 1895. He is a graduate in Medicine and Surgery of the University of Oxford.

Mr. Frank Hamilton Mellor, K.C., who has been appointed Judge of the Manchester County Court (Circuit No. 8), is a son of the late Mr. Justice Mellor. He was called to the Bar in 1880, and has been a member of the Northern Circuit. He is Recorder of Preston.

Mr. Charles Edward Lamb, of the firm of Lamb & Stringer, solicitors, of Kettering, has been appointed a Notary Public.

Changes in Partnerships.

Admission.

Messrs. Ellis Peirs & Brandreth, solicitors, of 17, Albemarle-street, London, announce that as from the 25th of March, 1911, they have admitted into partnership Mr. George Coode Daw, who has been associated with them for eleven years. The name of the firm will be Ellis Peirs & Co., as heretofore.

Dissolutions.

Robert Owen Jones and Robert Owen Davies, solicitors (R. O. Jones & Davies), Blaenau Festiniog and Llanrwst. March 24.

William Leggatt, Arthur Leggatt, and Alexander Johnston Carruthers, solicitors (Leggatts & Carruthers), 5, Raymond-buildings, Gray's-inn, London. Feb. 4.

[*Gazette*, March 28.

General.

The general meeting of the Barristers' Benevolent Association will take place on Monday, the 3rd of April, in the Middle Temple Hall, at 4.30 p.m., the Attorney-General in the chair.

Tuesday's *London Gazette* announces that the King has been pleased, by Letters Patent under the Great Seal of the United Kingdom of Great Britain and Ireland, bearing date the 27th March, 1911, to confer the dignity of a Viscount of the said United Kingdom upon the Right Honourable Richard Burdon Haldane, one of his Majesty's Principal Secretaries of State, and the heirs male of his body lawfully begotten, by the name, style, and title of Viscount Haldane of Cloan in the County of Perth.

A Frenchman and his wife introduced petitions for dissolution of marriage against each other. Neither's domicil was mentioned, and in both cases the legal notices were served at the Paris Law Courts, which was held to be the legal domicil of both. But, says the Paris correspondent of the *Daily Telegraph*, the petition of the husband reached one court, and the petition of the wife another. Both courts, apparently unknown to each other, considered the petitions almost at the same time; and both decided in favour of the petitioners by default, with costs, and custody of the child of the marriage. The husband had accordingly divorced his wife and obtained sole custody of the one child. Simultaneously the wife had divorced her husband and obtained sole custody of the same child. As usual, no reports of the cases were published, and even the decisions were not noticed in the Press. What would have happened if this situation had continued for any length of time cannot be imagined. But before the legal delay for appeal expired the wife got wind of the divorce against herself and acted promptly. Her husband was away in America. She appealed against the divorce given in his favour, and in his absence the appeal went against him. Thus the only decree remaining was that dissolving the marriage on her petition and granting her sole custody of the child.

The death is announced of Mr. Justice Girouard, the Senior Judge of the Supreme Court of Canada. He was, says the *Times*, called to the Bar in 1860. As a writer on legal subjects he soon became prominent, particularly as collaborator with another well-known barrister, Mr. W. H. Kerr, in the foundation of *La Revue Critique* in 1873. There was so much dissatisfaction at that time with the Quebec Court of Appeals that the members of the Montreal Bar even went so far as to refuse to appear before it; its reconstitution was largely the result of the efforts of *La Revue Critique*. He was appointed a judge of the Canadian Supreme Court in 1895.

In the House of Commons on the 23rd ult., Mr. Kerr-Smiley asked the Prime Minister whether his attention had been directed to a speech made by the Home Secretary on the 14th inst., in which he said that on several occasions statements had been made from the Bench reflecting on trade unions in language which was extremely ignorant and out of touch with modern thought, and which had greatly complicated the administration of justice; whether the Home Secretary expressed the opinion of the Government on this occasion; and whether, having regard to the nature of the charge made against judges, who had no opportunity of defending themselves, he would provide members with an opportunity of discussing it in the House. Mr. Asquith said: I understand that my right hon. friend was replying as a Minister in the ordinary way to a deputation, and it is obvious that he did not in the observation referred to purport to be speaking for the Government. The answer to the third part of the question is in the negative. Earl Winterton asked whether, having regard to the accusation made against the learned judges, the right hon. gentleman would reconsider his decision to give a day after Easter for the discussion of this matter. Mr. Asquith asked the hon. member to put his question down on the paper.

It was stated in the *Times*, apparently on the authority of the Public Trustee, that in the House of Commons, on Wednesday last, Mr. Bottomley asked the President of the Board of Trade whether he was aware that the Public Trustee is in the habit of advising the sale of British stocks with a view to the reinvestment of the proceeds in foreign securities; whether such advice is given upon his own responsibility; and whether he will grant a return shewing the total sales of British stocks with a view to such reinvestment in foreign securities since the establishment of the department of the Public Trustee; and that the answer given to this question was to the effect that it is not the habit of the Public Trustee to advise the sale of British stocks for the sake of reinvestment in foreign securities, but where the creator of a trust has elected to give the Public Trustee authority to invest in foreign securities the Public Trustee deems it his duty to give that expressed intention of the settlor such consideration as is possible and prudent under the circumstances of the case. Assuming that the term "foreign securities" would not include the stocks of companies registered in England but operating abroad, then (the answer continued) of the investments made by the Public Trustee since the inception of the Act, which amount to £1,541,607, the value of the investments made abroad by the Public Trustee are £97,150 in cases where there was a co-trustee or a consent required, and £43,066 in cases where the Public Trustee is sole trustee and no consent is required. [As a matter of fact, the question had been postponed till Monday next.]

From the time of the Roman law, says the *Journal of the Society of Comparative Legislation*, the soldier *in expeditione* has been a "privileged person" in respect of will-making. In England, before the passing of the Statute of Frauds, a nuncupative will—that is, a verbal statement by a testator of his wishes before witnesses—might be made both by civilians and soldiers. Such wills naturally led to great abuses; but when the power was taken away from civilians it was allowed to remain in the case of soldiers, and now, by the Wills Act "any soldier being in actual military service . . . may dispose of his personal estate as he might have done before the coming into operation of this Act." It makes no difference that he has not attained the age of twenty-one. New South Wales has an Act in similar terms, and the question has recently been raised as to the meaning of "actual military service" (*Re Thompson*). The soldier-testator in question had received a commission in a volunteer regiment, and had gone into residence at the barracks. Subsequently a camp was formed, and the testator was drafted into it among others desirous of going to South Africa to serve under the Imperial Government in the Boer War. On the 19th of March, 1901, he received orders to embark for South Africa, and on the 21st he embarked. The will in question was made between these two dates—on the 20th of March. On these facts, Mr. Justice Street held that the testator was in "actual military service" at the date of his will. The true test, he held, is whether before the will was made the soldier has taken some step, under orders, in view of and preparatory to joining the forces in the field, and here he had by going into camp for embarkation. This is substantially the same view as that taken by Sir Francis Jeune, on the construction of the English Wills Act, in *In the Goods of Hiscock* (1901, P. 78).

The issue of the *Journal of the Society of Comparative Legislation* for March, 1911, just to hand, contains what appears to be an admirable reproduction of a photograph of Professor Heinrich Lammasch, the new president of The Hague Tribunal. It represents a vigorous and particularly wide-awake personality, wearing a somewhat sporting and frivolous necktie, but in other respects garbed appropriately to his high position. In an account of his life we learn that he is of an old Austro-German stock, and that having distinguished himself by important literary and theoretical work there was opened to him the way for a very successful activity in the legislative and diplomatic spheres. He was nominated in 1899 one of the delegates of Austria-Hungary to the first Hague Peace Conference, and there he became a member of the Committee of Examination, which really has done most of the work of the Conference; he worked there together with men like Bourgeois, Lord Pauncefote, Holls, Zorn, Martens, Asser, Descamps, Count Nigra, and Odier. In 1902 the Austrian Government again entrusted to Professor Lammasch part of a very important diplomatic task: he was sent to Brussels as adviser of the Austrian representatives at the International Sugar Conference, which abolished by agreement of all States concerned the institution of sugar export bounties. In the same year Professor Lammasch, for the first time, was called upon to take part in international arbitration; he decided the Venezuelan case between Great Britain and the United States. In the year 1905 Dr. Lammasch, together with the Chief Justice of the United States, Melville Fuller, and Savornin Lohmann, decided the Muskat case. During the last two years he has been called upon to perform one of the greatest tasks which international arbitration has solved; as President of the Court of Arbitration at The Hague he gave the decision in the famous Newfoundland Sea Fisheries question between Great Britain and the United States and in the Orinoco Boundaries question between Great Britain and Venezuela.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, April 3	Mr Theed	Mr Bloxam	Mr Synge	Mr Farmer
Tuesday 4	Church	Theed	Goldschmidt	Bloxam
Wednesday 5	Synge	Church	Greswell	Theed
Thursday 6	Goldschmidt	Synge	Beal	Church
Friday 7	Greswell	Goldschmidt	Borrer	Synge
Saturday 8	Beal	Greswell	Leach	Goldschmidt

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday, April 3	Mr Beal	Mr Church	Mr Greswell	Mr Leach
Tuesday 4	Borrer	Synge	Beal	Farmer
Wednesday 5	Leach	Goldschmidt	Borrer	Bloxam
Thursday 6	Farmer	Greswell	Leach	Theed
Friday 7	Bloxam	Beal	Farmer	Church
Saturday 8	Theed	Borrer	Bloxam	Synge

Winding-up Notices.

London Gazette.—FRIDAY, March 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALPERTON TYRE AND RUBBER WORKS, LTD (IN LIQUIDATION).—Creditors are required, on or before April 29, to send their names and addresses, and the particulars of their debts or claims, to E. B. Read, 198, Temple chmbrs, Temple av, liquidator

CALGARY AND MEDICINE HAT LAND CO, LTD.—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Woolley & Whitfield, 1, Great Winchester st, solors for the liquidators

G. & W. THOMAS, LTD.—Creditors are required, on or before April 25, to send their names and addresses, and the particulars of their debts or claims, to Frederick Leopold Burnside, 8, Woodlands rd, Leytonstone, liquidator

H. F. HICHISON & CRAGGS, LTD.—Creditors are required, on or before May 8, to send their names and addresses, and the particulars of their debts or claims, to Henry Windsor Bayne, 1, Oxford ct, Cannon st, liquidator

HOLROYDS NIAGARILLA PAVEMENTS, LTD (1909).—Petn for winding up, presented March 16, directed to be heard April 4. Leonard & Pilditch, Alderman's ho, Bishopsgate, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 3

KNIGHT & HILL, LTD.—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Frederick William Fox, 8, St. Martin's, Leicester, liquidator

NORTH BRITISH ELECTRIC POWER SYNDICATE, LTD.—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Andrew Wood, 606, Salisbury House, London wall. Deacon & Co, Great St Helens, solors for the liquidator

PHŒNIX SALVAGE CO, LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 7, to send their names and addresses, and the particulars of their debts or claims, to Henry Lloyd, 46, Castle st, Liverpool. Simpson & Co, Liverpool, solors for the liquidator

PROVINCIAL PALACES, LTD.—Petn for winding up, presented March 22, directed to be heard April 4. John B. & F. Purchase, 14, Regent st, solors to the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 3

RUSSO-LONDON CO, LTD.—Petn for winding up, presented March 21, directed to be heard April 4. Bennett, & Ferris Coleman st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 3

STAFFORDSHIRE FINANCIAL CO, LTD.—Petn for winding up, presented March 16, directed to be heard April 4. Finn & Co, Leadenhall st, for Cotterell, Walsall, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 3

SUMMERHILL COLLIERY CO, LTD—Petn for winding up, presented March 7, directed to be heard at the Court House, Priory st, Dudley, April 4, at 11. Jeffries, Birmingham, solor for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 1

T. P. SYNDICATE, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 26, to send their names and addresses, and the particulars of their debts or claims, to W. W. Mitchell, 10, Austin Friars, liquidator

TURGOON & CO, LTD—Creditors are required, on or before April 18, to send in their names and addresses, and the particulars of their debts or claims, to Charles Joan Geoffrey Palmour, 4s, Frederick's pl, Old Jewry, liquidator

WESTRALIA MOUNT MORGANS GOLD MINES CO, LTD—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Alfred Edward Morgans, St George's ter, Perth, Western Australia. Gawler & Co, Perth, solors for the liquidator

London Gazette.—TUESDAY, March 28.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BORTON & CO, LTD, Birmingham, Wholesale Jewellers—Creditors are required, on or before May 9, to send their in Christian and surnames, their addresses and descriptions, and full particulars of their debts or claims, to H. Overton, 3, Cherry st, Birmingham, liquidator

CLARKE HOLMES COMMERCIAL CO, LTD—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to John Robert Haworth, 4, Norwood av, Southport, liquidator

EASTWOOD & SHEPHERD, LTD—Creditors are required, on or before April 29, to send their names and addresses, and the particulars of their debts or claims, to Charles Edward Lewis, King st, Rochdale. Thompson, solor for the liquidator

HARDT & CO, LTD—Creditors are required, on or before April 28, to send their names and addresses, and the particulars of their debts or claims, to Charles William Nasmith, 40, Brasennose st, Manchester. Boote & Co, Manchester, solors for the liquidator

M.T.M. SYNDICATE, LTD—Creditors are required, on or before April 28, to send their names and addresses, and the particulars of their debts or claims, to Alex. G. Parker, 2, Coleman st, liquidator

N. & T. LONSDALE, LTD—Petn for winding up, presented March 17, directed to be heard at the County Police Court, King st, Blackburn, April 10, at 10. Smith & Cracknackerley, 5, Cannon st, Preston, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 9

NEWPORT (ESSEX) GAS CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 18, to send in their names and addresses, with particulars of their debts or claims, to Wade & Lyall, Saffron Walden, and Cornhill, solors for the liquidator

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Mar. 10.

ANGLO-WESTPHALIAN COPPER CO, LTD.
WEST KITTY MINING CO. (Reconstruction).
BIRKENHEAD AND DISTRICT MINERAL WATER MANUFACTURING CO, LTD.
GENERAL INCANDESCENT CO, LTD
KIRTPONTEIN DEEP, LTD.
H. MCCULLOCH & CO, LTD.
AMERICAN SKATING RINK CO. (ANTWERP), LTD.
STRANACKS, LTD.
HIPPODROME SKATING RINK CO, LTD
AILSEN TIMBER SYNDICATE, LTD,
T. P. SYNDICATE, LTD.
ALPERTON TYRE AND RUBBER WORKS, LTD.
FORTESCUE WETHERMAN & CO (1909), LTD.
FIPPARD HYDRAULIC CLUTCH, LTD.
EDWARDS B. SMITH & CO, LTD.
ARTHUR SHIRLEY & CO, LTD.
HARROW MINERAL WATER AND BOTTLING CO, LTD.
WHALEBACK STEAMSHIP CO, LTD.
G. & W. THOMAS, LTD.
M. T. M. SYDICATE, LTD.
GRANDE VERMISSIERE MINE, LTD.
LIAS CASCADAS PLANTATIONS CO, LTD.
WESTERN ONTARIO SYNDICATE, LTD.
ARCADE CAFE RESTAURANT (CHORLEY), LTD.
EDENBRIDGE CO-OPERATIVE SOCIETY, LTD.

London Gazette.—TUESDAY, March 14.

NORTHENDEN PRIVATE CLUB CO, LTD.
M. C. WIPERS CO, LTD.
ACME PATENT FIRE ALARM CO, LTD.
DIEDIN-WOLTERECK PROCESS DEVELOPMENT CO, LTD.
CONSOLIDATED EXPLORATION AND DEVELOPMENT (RHODESIA) CO, LTD (Amalgamation).
WILLIAM SKINNER, LTD.
EAST TILBURY (CANADA) OILFIELDS, LTD.
CONTINUOUS COUNTER CHECK CO, LTD.
LANCASHIRE METAL REFINING CO, LTD.
DELLE SEDIE SCHOOL OF SINGING, LTD.
PARK CLUB, LTD.
THAMES BANK WHARF MOTOR WORKS, LTD (Reconstruction).
EASTWOOD & SHEPHERD, LTD.
ROBINSON & CO (NEWCASTLE GARAGE), LTD.
PUMILAVE, LTD.
WELSH GRANITE CO, LTD (Amalgamation).
DARBISHIRE, LTD (Amalgamation).
BRUNDRIT & CO, LTD (Amalgamation).
BRITISH CARBIN CO, LTD (Reconstruction).
LEGAL AND COMMERCIAL INSURANCE CO, LTD (Reconstruction).

London Gazette.—FRIDAY, March 17.

KIDDERMINSTER NEWSPAPER CO, LTD.
PARIS HIPPODROME SKATING RINK CO, LTD.
RUISLIP BUILDING CO, LTD.
J. BOWES & CO, LTD.
C. M. SINTON, LTD.
BENNIONS, LTD.
AUSTRALASIAN GOLD MINING CO, LTD,
PHŒNIX SALVAGE CO, LTD.
SANTA ROSA ESTANCIA CO, LTD.
B. JOHNSON & SON, LTD.
MARGLASS LTD.
SCHULTZE GUNPOWDER CO, LTD.
EDWARD BROOK, LTD.
"BIJOU THEATRES, LTD."
TRINIDAD DEVELOPMENT SYNDICATE, LTD.

London Gazette.—TUESDAY, March 21.

PALACE ROLLER RINK CO, LTD.
TYLER, JOHNSON & CO, LTD.
GRAND HOTEL, MOMBASA, LTD.
BOURNE & RAILTON, LTD.
DURHAM SKATING AND ENTERTAINMENTS, LTD.
C. HAMFELDT & CO, LTD.
GEORGE STRANGE, LTD.
KEENE & CO, LTD.
EDLIN-SINCLAIR, LTD.
THORIUM (METAL FILAMENT) LAMP WORKS, LTD.
MELENTANO SYNDICATE, LTD.
S. M. AND P. R. SYNDICATE, LTD.
J. MORAN & SON, LTD.
SUBURBAN HOUSEWIFE'S EXHIBITION, LTD.
SURINAM GOLD CONCESSIONS (1908), LTD.
WESTERN PETROLEUM CO, LTD.
LONDON AVIATION GROUND, LTD.
REINSURANCE AND GUARANTEE CORPORATION, LTD.
AUX GALERIES DE PARIS, LTD.

London Gazette.—FRIDAY, March 24.

PENARTH STEAMSHIP CO, LTD.
WENVOE STEAMSHIP CO, LTD.
LAVERNOCK STEAMSHIP CO, LTD.
HARTLEPOOL ROLLING MILLS CO, LTD.
FINEDON CONSERVATIVE CLUB CO, LTD.
CLARKE HOLME COMMERCIAL CO, LTD,
BRITISH MUTUAL ASSURANCE CO, LTD.
B.N.B. PLANTATIONS, LTD.
F. X. S. SYNDICATE, LTD.
KENYONS, LTD.
N. AND T. LONSDALE, LTD.
MAYALL, SON, & JACKSON, LTD.
SCENIC YACHTING CRUISES, LTD.
TAMEL COAL CO, LTD.
R. J. FERGUSON & CO, LTD.
NORMAN PROPERTIES SYNDICATE, LTD.
G. HARDT & CO, LTD.
LIVERPOOL STEAMSHIP "MERSEY," LTD.
"M" SYNDICATE, LTD.
"KESTOR" S.S. LTD
CHAPMAN & CO (WIMBLEDON), LTD.
C.A.R.M CO, LTD.
LONGMAN & CO, LTD.
JOSEPH GREY & CO, LTD,
F-H. SYNDICATE, LTD.
R. JARRETT & CO, LTD.
W. H. JONES & CO, LTD.
CHAMPS ELYSEES, PARIS, SKATING RINK CO, LTD.
CARLISLE AND CUMBERLAND BANKING CO, LTD. (Amalgamation).
TRANSACTIONS SYNDICATE, LTD.
HENRY R. BOWERS, LTD.
NETHERLANDS PROMOTION SYNDICATE, LTD.
GUNN CASTOR CO., LTD.
ILKLEY SKATING RINK, LTD.
BAMBOO DEVELOPMENT SYNDICATE, LTD.
JAMES ELVES & CO., LTD.

London Gazette.—TUESDAY, March 28.

RHODESIA OPTIONS, LTD.
KUSHDEN BRICK AND TILE CO, LTD.
GRANITIC STONE CO, LTD.
WELLINGTON MILLS SPINNING CO (KEIGHLEY), LTD.
UNITED SOUTH AFRICA ASSOCIATION, LTD.
"ARDEN" STEAMSHIP CO, LTD.
HYGIENIC BAKERY AND CONFECTIONERY CO, LTD.
BISHOPSGATE TRADING CO, LTD.
ULAPON RUBBER SYNDICATE, LTD.
B. R. ESTATES, LTD.
DUGGAN, NEEL & MCCOLM, LTD.
LEEDS PAVILION SKATING RINK CO, LTD.
SWAN CONFECTIONERY CO, LTD.
AUTOMATIC TROLLEY HEAD CO, LTD.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 24.

MORGAN, THOMAS, Maesteg, Glam, Draper April 20 Hughes v Morgan, Swinfen Eady, J Morgan, Cardiff

WALMESLEY, BELINDA THERESA, Queen st, Mayfair April 19 Walmesley v Burke, Parker, J Stobart, Wigan

London Gazette.—TUESDAY, March 28.

HORTON, WILLIAM ALEXANDER, Nesscliffe, Salop, Physician April 25 Horton v Tolley and Others, Eve, J Orgill, Norfolk st, Strand

MALLETT, EDGAR, Cavendish rd, Brondesbury April 30 Love v Mallett, Joyce and Eve, JJ Earl, Chancery ln

TRIER, BERNHARD, Finchley rd, Commission Agent April 28 Keiser v Trier, Parker J Martin, King st, Guildhall

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Mar. 24.

BARHAM, EDWARD, Bromfelde rd, Clapham, Warehouseman May 2 Brooks & Heller, Upper Thames st

BEATON, DANIEL, Portfield, Chichester April 26 Bew, Chichester

BRADSHAW, EMMELINE, Titchfield, Southampton April 20 Holloway & Co, Lincoln's inn fields

BRIGHAM, WILLIAM JOSEPH, Eadipole rd, Fulham April 7 Falkner, Manchester

BROWNELL, ROBERT PETER, Southport April 24 Rutherfords, Liverpool

BUCKLEY, Rev EDMUND, Dover April 25 Freeley, Dover

BUNN, PHILIP, Birmingham, Glass Merchant May 31 A & W H Green, Birmingham

BURDEN, SARAH LYDIA, Canterbury April 23 Mercer & Baker, Canterbury

CLAYTON, WILLIAM, Cambridge April 29 Ginn & Co, Cambridge

COLE, BASIL EYKYN FRANCIS, Richmond, Surrey May 9 Sworder & Longmore, Hertford

COOKE, JACOB, Stones, nr March, Cambridge, Farmer April 24 King & Sharman, March

CURNOCK, GEORGE DENNIS, Finsbury Circus House, Blomfield st, Dental Surgeon April 22 James & Co, Coleman st

DANIEL, DANIEL JONES, Aberporth, Cardigan, Shopkeeper April 30 Taylor, Swansea

DEAN, CHARLES, Harrogate, York April 20 Marsden, Bradford

FULFORD, Rev ROBERT MEDLEY, Buckerell Vicarage, nr Honiton, Devon April 30 R T & H Campion, Exeter

GEORGE, Rev HEREFORD BROOKE, Oxford May 1 Morrell & Co, Oxford

GRAHAM, ROBERT, Wigton, Cumberland, Farmer April 25 Lasonby & Strong, Wigton
GRINSTEAD, JOHN HARDING, Hythe Bow, Cheddar, Somerset, Farmer April 19 Clapp, Wedmore, Somerset
HALL, SARAH, Whyteville rd, Forest Gate April 24 Eldridge & Newnham, Croydon
HASLERIGG, BARBARA MARY, Shanklin, I of W April 24 Oldham & Co, Harcourt bldgs, Temple
HUDSON, JOHN FIRTH, Beaulieu villas, Finsbury Park, Wool Broker May 1 Kearsey & Co, Cannon st
JACKSON, ARTHUR WYTHES, Stratford on Avon Jan 28 Emmet & Co, Bloomsbury sq
JAMES, HARRY GEORGE, Liverpool April 21 Pemberton, Liverpool
JOHNSTON, Rev CHARLES SMYTH, Cockfield, Bury St Edmunds April 24 Trower & Co, New sq, Lincoln's inn
JOSEPH, ELIZABETH, Edgbaston, Birmingham April 30 Glaisyer & Co, Birmingham
LANDIN, EMMA, Hoylake, Chester April 29 Barrell & Co, Liverpool
LINDKVIST, JANNE ALBERT, Horsforth York, Nurseryman's Manager May 1 Cranswick & Crawford, Leeds
LUMBY, JOSHUA, Littlemoor, Pudsey, York May 1 Gaunt & Co, Bradford
LUMBY, SARAH ELIZA, Pudsey, York May 1 Gaunt & Co, Bradford
MARSHALL, CHARLES, Norbury, Surrey April 29 Huntley & Son, Bank chmbrs, Tooley st
MARTIN, JOHANNA THERESIA, Mansell st, Aldgate April 16 James, Lincoln's inn fields
MILLINGTON, Ald WILLIAM, Wigan May 17 Johnson & Johnson, Wigan
MILLINGTON, ELLEN, Wigan May 17 Johnson & Johnson, Wigan
NICKALLS, BEATRIX, Walton on Thames, Surrey April 18 Baker & Co, Cannon st
PAYLING, GEORGE WILLIAM, South Collingham, Nottingham, Farmer April 12 Burke, Newark on Trent
PHILLIPS, CHARLES, Bond st, Vauxhall April 20 Martin & Co, Philpot ln
PRESCOTT, JOHN, Duddon, Chester, Farmer April 22 Birch & Co, Chester
RAWSON, WILLIAM, Latimer rd, North Kensington April 24 Withers, High Holborn
REVILL, SAMUEL SMILTER, Sheffield May 1 Wake & Sons, Sheffield
RIDOUT, CHARLOTTE, Bath April 25 Hensman & Co, Northampton
ROUND, THOMAS, Dudley, Worcester, Fitter April 27 Hooper & Fairbairn, Dudley
ROWE, EARTHYLINDA MARY, King's Heath, Worcester April 30 Ansell & Ashford, Birmingham
SCHOESTRAND, ELIZABETH ANN, Gosforth, Northumberland April 25 Mather & Dickinson, Newcastle on Tyne
SUTCLIFFE, JOHN WILLIAM, Birmingham, Hairdresser April 25 Glaisyer & Co, Birmingham
STONE, MARGARET, Abersychan, Mon May 30 Bythway & Son, Pontypool
THOMASON, HENRY, Lymm, Chester, Builder May 1 Ridgway, Warrington
THOMPSON, ELLEN MARY, Charlcombe, nr Bath May 6 James & James, Ely pl, Holborn circus
TRIPP, JOHN, St James walk, Clerkenwell April 25 Rutland Chancery ln
TUTT, JAMES WILLIAM, Westcombe hill, Blackheath, Schoolmaster April 22 Robinson, Strood, Kent
ULLMER, MICHAEL, Bexhill on Sea April 25 Ellett, Arundel st
VENN, HENRY KNOTT, Honiton, Devon April 30 Dunning & Co, Honiton
VINCENT, WILLIAM GEORGE, Petworth, Sussex, Builder April 29 Pitfield, Petworth
WELCH, GEORGE, Westcliff on Sea, Essex, Wine Merchant May 5 Taylor & Bryden, Billiter st
WHITELEY, JOHN EDWIN, Scammonden, nr Slaithwaite, York March 31 H L & W P Reade, Congleton
WHYLES, FANNY, Sunderland April 1 Niel & Crute, Sunderland
WIDDICOMBE, JOHN GEORGE, Windmill Hill, Enfield April 27 Dixon & Co, Enfield
WILSON, WILLIAM, Barry rd, East Dulwich April 29 Flegg & Son, Laurence Pountney hill
WRIGHT, EMMA, Hove, Sussex May 15 Stevens & Son, Brighton
WRIGHT, URSULA, Hove, Sussex May 15 Stevens & Son, Brighton

London Gazette.—FRIDAY, March 28.

BARTON, GEORGE, Clapham Park rd, Clapham, Florist May 6 Baker & Nairne Crosby sq
BROOKS, HENRY FRANCIS, Eastbourne, Builders' Merchant June 24 Ward & Son, Hastings House, Norfolk st
BUTLER, WILLIAM, Caversham, Oxford June 1 Pilley & Mitchell, Bedford row
CARPENTER, GEORGE ALFRED, Welbeck st, Cavendish sq, M.D. April 24 Martin & Co, King st
CLARKE, EUSTACE EDWARD, Ramsgate April 28 Pettiver & Pearks, College hill
CLAVERLY, FANNY, Hounslow, Middlesex April 22 Robinson, Hounslow
COOK, AGNES ALBON, Birkdale, Lancaster May 1 Worden & Ashington, Southport
COOKE, JOHN, Cliffe cum Lund, nr Selby, York, Blacksmith April 28 Parker & Parker, Selby
CORBET, Sir WALTER ORLANDO, Shrewsbury May 3 Corbould & Co, Henrietta st, Cavendish sq
COX, HENRY, Hereford, Publican April 27 Garrood, Ledbury
CRICK, ALBERT WALTER; GEORGE, Norwich, Licensed Victualler April 1 Mills & Reeve, Norwich
CURWEN, JOHN MAIR, Surbiton, Surrey April 11 Phillips & Cheesman, Hastings
DAWES, WILLIAM, Rye, Sussex, Solicitor April 18 Dawes & Co, Rye
DENNIS, SAMUEL FRANCIS, Walthamstow, Essex April 25 Gordon & Co, Serjeants' inn, Fleet st
DINSDALE, ADAM, Manchester, Licensed Victualler April 29 Hockin & Co, Manchester
FAWSSETT, WILLIAM, Cambridge, Dentist April 24 Whitehead & Todd, Cambridge
FERGUSON, JOHN, Gateshead Aprrl 28 Hopkins, Gateshead
FERGUSON, JOHN WILLIAM, Marske by the Sea, Yorks, Naval Pensioner April 19 Wethey, Middlesbrough
FISHER, MARIA, West Bridgford, Nottingham May 6 Ford, Nottingham
FLETCHER HENRY, Elkesley, Nottingham, Farmer May 20 Mee & Co, Retford
FOWLER, GEORGE THOMAS, Canterbury May 1 Blachford & Co, 15, Walbrook
FUNNELL, SOPHIA KETURAH ADA, Croydon May 15 Grundy & Co, Queen Victoria st
GILL, JOHN RAVEN, Brighton April 30 Romer & Skan, Copthall chmbrs
HARPER, ROBERT, South Shields, Builder May 1 Moore & Armstrongs, South Shields
JACKSON, CHARLES VALENTINE, Northampton, Seed Merchant April 22 Darnell & Price, Northampton
JOB, ALBERT, St Blazey, Cornwall April 29 Shackell, St Austell
KEEN, JANE GERALDINE, Grosvenor Hotel April 26 Neale, Temple House, Temple av
LOMAS, WILLIAM, Victoria rd, Kensington May 3 Corbould & Co, Henrietta st, Cavendish sq
MCDONALD, JAMES ALEXANDER, Withington, Lancaster April 17 Dixon & Co, Manchester
MARSH, HENRY, Twyford, Southampton April 24 Wooldridge & Son, Winchester
MAYNARD, DAVID, Scarborough May 1 W & W S Drawbridge, Scarborough
MORRISON, HARRY, Romford rd, Forest Gate, Engineer May 31 Fullilove & Co Cannon st
OLLERENSHAW, JOHN JAMES, Hurdsfield, nr Macclesfield, Farmer April 30 Barclay & Co, Macclesfield
PRESTON, JOSEPH HOLMES, Horton, Bradford April 29 Sutcliffe & Trenholme, Bradford
REDFORD, LOUISA ELIZA, Liverpool May 1 Venn & Woodcock, South sq, Gray's inn
RIBBONS, HANNAH, Moss Side, Manchester, Confectioner May 1 Roberts & Dootson, Manchester
ROBINSON, EMMA, West Hartlepool May 2 Boote & Co, Manchester
ROBSON, ROBERT, Derwenthaugh, Dunston upon Tyne, Licensed Victualler May 1 Maughan & Hall, Newcastle upon Tyne
SCOTT, MARY, North Shields April 26 Brown & Holliday, North Shields
SMITH, CATHARINE, Hoylake, Cheshire May 1 Woolcott & Co, West Kirby, Cheshire
TRACY, CONSTANCE MARY WORTH, Beaumont st, Portland pl May 3 Corbould & Co, Henrietta st, Cavendish sq
TOZER, ALFRED, Knott End, nr Fleetwood, Lancaster April 30 Simpson & Simpson, Manchester
WATSON, EDGAR HENRY, Taunton, Solicitor June 24 Channer & Channer, Taunton
WHITE, ELIZA, Leeds June 1 J B & J A Brooke, Leeds
WILLIAMS, Rev FRANCIS HAYDN, Whitby, York May 6 Woodwark & White, Whitby
WOOD, JAMES, Leeds July 1 J B & J A Brooke, Leeds
WRIGHT, ANN, Northampton April 22 Darnell & Price, Northampton
YOUNG, BLANCHE, Johannesburgh, South Africa May 6 Baker & Nairne, Crosby sq

The Property Mart.

Forthcoming Auction Sales.

April 3.—Messrs. TUCKETT & SON, at the Mart, at 2: Freehold Residence (see advertisement, page iv, Mar. 18).

April 4.—Messrs. DEBENHAM, TEWSON, RICHARDSON & Co., at the Mart, at 2: Freehold Property (see advertisement, page v, Mar. 11).

April 4.—Mr. CHARLES MUSKETT, at the Mart, at 1: Absolute Reversion and Leasehold Villa (see advertisement, back page, this week).

April 4.—Messrs. WEATHERALL & GREEN, at the Mart, at 2: Freehold Ground-rents (see advertisement, page v, Mar. 25).

April 5.—Messrs. DANIEL SMITH, SON & OAKLEY, at the Mart, at 2: Freehold Building Land (see advertisement, page vi, Mar. 11).

April 5.—Messrs. EDWIN FOX, BOUSFIELD, BURNETTS & BADDELEY, at the Mart: Modern Building, Freehold Building Estate, and Business Premises (see advertisement, page vi, Mar. 11, page iv, Mar. 18, and page v, Mar. 25).

April 5.—Messrs. FRANK JOLLY & JAMES, at the Mart, at 1: Freehold Shop Property, and Residence (see advertisement, page v, Mar. 25).

April 6.—Messrs. STIMSON & SONS, at the Mart: Freehold Ground-rents, Shops, &c. (see advertisement, page v, Mar. 25, and back page, this week).

April 6.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: Absolute Reversions, Shares, Reversionary Life Interest, Annuity, Policy of Assurance, &c. (see advertisement, back page, this week).

April 24.—Messrs. ELLIS & SON, at the Mart, at 2: Freehold Ground-rent and Town Residence (see advertisement, back page, this week).

Bankruptcy Notices.

London Gazette.—TUESDAY, Mar. 21.

ADJUDICATIONS.

BATTY, ALFRED, Huntingdon, Draper Peterborough Pet Mar 9 Ord Mar 16
BIGGS, ARTHUR FREDERICK, Ryde, I of W, Grocer Newport Pet Mar 17 Ord Mar 17
BOWEN, JOHN, Penrhiwceiber, Glam, Colliery Contractor Pontypridd Pet Feb 16 Ord Mar 16
CHAPMAN, ALLAN, Nottingham, Grocer Derby Pet Mar 16 Ord Mar 16
COPLAND, CHARLES WILLIAM, South Woodford, Essex, Commercial Traveller High Court Pet Mar 16 Ord Mar 16
CRAWFORD, ROBERT CUNNINGHAM, Uddingston, Lanark, General Contractor Huddersfield Pet Feb 21 Ord Mar 13
CUSWORTH, ALBERT, Doncaster, Slater Sheffield Pet Mar 16 Ord Mar 16
DOUGLASS, WILLIAM, Normanby, York, Builder Middlesbrough Pet Mar 3 Ord Mar 18
EMMITT, WALTER, Great Grimsby, Skipper Great Grimsby Pet Mar 14 Ord Mar 14
FREER, JOHN, Eaton Ter, Eaton sq, Lodging House Keeper High Court Pet Mar 17 Ord Mar 17
GILL, WILLIAM HEDLEY, Bratton Fleming, Devon, Farmer Barnstaple Pet Mar 17 Ord Mar 17

HALES, ERNEST VICTOR, Birmingham, Builder Birmingham Pet Feb 1 Ord Mar 15
HIGH, CHARLES CHRISTMAS, Norwich, Timber Carter Norwich Pet Mar 17 Ord Mar 17
HOYLAND, GEORGE, Great Grimsby, Fish Merchant Great Grimsby Pet Mar 16 Ord Mar 16
LAMBERT, WILLIAM HENRY, Shepherd's Bush rd, Wine Merchant High Court Pet Feb 6 Ord Mar 16
LEACH, SAMUEL WAINWRIGHT, Leominster, Motor Proprietor Leominster Pet Feb 27 Ord Mar 18
LEAR, JAMES, and FRANK LEAR, Newcastle upon Tyne, Fruit Merchants Newcastle upon Tyne Pet Feb 15 Ord Mar 16
LISTER, GEORGE, and TOM LISTER, Manchester, Trade Lithographers Manchester Pet Mar 16 Ord Mar 16
MCCARTHY, DANIEL, Great Yarmouth, Fruiterer Great Yarmouth Pet Mar 18 Ord Mar 18
MAER, JAMES COBB, Leavesland, nr Faversham, Kent, Farmer Canterbury Pet Mar 17 Ord Mar 17
MARSH, WALTER HENRY, Holborn, Athletic Outfitter's Manager High Court Pet Jan 4 Ord Mar 16
MARSLAND, JOSEPH, Leeds, Oil Broker Leeds Pet Mar 18 Ord Mar 18
NICHOLLS, HAROLD ERNEST, Knutsford, Chester, Butcher Mancnester Pet Mar 16 Ord Mar 16
NIND, THOMAS WILLIAM, Walsall, Spring Bar Maker Walsall Pet Mar 15 Ord Mar 15
PARKER, EDMUND, Leeds Leeds Pet Mar 16 Ord Mar 16
PRESTON, RICHARD DICKSON, Sinclair rd, West Kensington Park, Stockbroker High Court Pet Jan 11 Ord Mar 17
PRICE, THOMAS JOHN, Treorchy, Glam, Collier Pontypridd Pet Mar 16 Ord Mar 16
REES, CHARLES, Warrington, Lighting Specialist Warrington Pet Mar 16 Ord Mar 16
RICHER, GEORGE, HARRY RICHER, SARAH ELIZABETH SEWELL, and ALICE ANNE RICHER, Stanground, Huntingdon, Farmers Peterborough Pet Feb 21 Ord Mar 16
RICHARD, WILLIAM, Swanage, Ironmonger Poole Pet Mar 16 Ord Mar 18
ROGERS, THOMAS PHILIP, Brewood, Stafford, Farmer Wolverhampton Pet Feb 13 Ord Mar 17
SEVENOAKS, GEORGE, Llanvillo, Brecon, Farmer Merthyr Tydfil Pet Mar 18 Ord Mar 18
TUCKER, ARTHUR, Oakham, Rutland, Beerhouse Keeper Leicester Pet Mar 17 Ord Mar 17
VAN WYK, WILLIAM PETER, Coleman st, Agent High Court Pet Oct 14 Ord Mar 16
WALKER, HERBERT, Derby, Miller Derby Pet Mar 17 Ord Mar 17
WEEKS, HENRY JAMES, Ryde, I of W, Watchmaker Newport Pet Mar 18 Ord Mar 18
WESCOTT, HAROLD STANLEY, Canfield gdns, Hampstead, Stockbroker High Court Pet Dec 16 Ord Mar 17
WILKS, JESSIE, and ALBERT WILKS, Leeds, Drapers Leeds Pet Feb 13 Ord Mar 16
WILLIAMS, CHARLES THOMAS HENRY, Rockland St Peter, Norfolk, Farmer Norwich Pet Mar 18 Ord Mar 18
WRIGHT, MARY ANN, Park st, Grosvenor sq, Lodging House Keeper High Court Pet Mar 18 Ord Mar 18

Amended notice substituted for that published in the London Gazette of Feb 17:

SHARPE, DORIS MARGARET, Byfleet, Surrey Kingston, Surrey Pet Jan 24 Ord Feb 14

Amended notice substituted for that published in the London Gazette of Mar 10:

SCHOFIELD, MARK, Nelson, Lancs, Musical Instrument Dealer Burnley Pet Mar 7 Ord Mar 7

Amended notice substituted for that published in the London Gazette of Mar 14:

CREED, HERBERT, Nailsworth, Glous, Fishmonger Gloucester Pet Mar 11 Ord Mar 11

ADJUDICATION ANNULLED.

GEORGE, CHARLES, Church rd, Homerton, Builder High Court Adjud Oct 26, 1899 Annul Mar 17, 1911

London Gazette.—FRIDAY, Mar. 24.

RECEIVING ORDERS.

BARNES, JAMES, Awsworth, Notts Nottingham Pet Mar 23 Ord Mar 22
BEATON, E D, Abingdon on Thames Oxford Pet Feb 24 Ord Mar 20
BOWSON, JOHN ALLEN, and SIDNEY BOWSON, Kirby st, Bermondsey, Leather Merchants High Court Pet Mar 21 Ord Mar 21
BRETT, ELIZABETH, West Bromwich, Carriage Builder West Bromwich Pet Mar 8 Ord Mar 22
BURRAGE, LEONARD FRANCIS, Carshalton, Surrey, Joiner Croydon Pet Feb 1 Ord Mar 21
CARNELLY, ALICE, Eckington, Derby Chesterfield Pet Mar 20 Ord Mar 20
COMER, FRANK GEORGE, Upton on Severn, Worcester, Stationer Worcester Pet Mar 20 Ord Mar 20
COUNSELL, EDWARD, Hanover st, Peckham High Court Pet Mar 20 Ord Mar 20
COVEY, Dr C G, Howland st, Fitzroy sq High Court Pet Nov 23 Ord Mar 21
CRAFT, JOHN ARTHUR, Billingshurst, Sussex, Veterinary Surgeon Brighton Pet Mar 20 Ord Mar 20
DUNCAN, ALBERT, Manchester, General Dealer Salford Pet Mar 22 Ord Mar 22
EVANS, WILLIAM HENRY, Resolven, Glam, Collier Neath and Aberavon Pet Mar 22 Ord Mar 22
GLASKIE, ELI, Cheetham Hill, Manchester, Manufacturing Milliner Manchester Pet Mar 10 Ord Mar 20
HARRIS, ALFRED JAMES, Bedford Bedford Pet Mar 21 Ord Mar 21
JOHNSON, JOHN, and JOHN JOHNSON, jun, Leeds Leeds Pet Mar 20 Ord Mar 20
LLOYD, FREDERICK, Pengam, Glam, Haulier Merthyr Tydfil Pet Mar 20 Ord Mar 20
MACE, JAMES, Stockport, Cheshire, Timber Merchant Stockport Pet Mar 11 Ord Mar 22
MARTIN, GEORGE HENRY, Strand, Builder High Court Pet Feb 6 Ord Mar 22
MASTERS, ALBERT EDWARD HEFFORD, Wellington, Somerset, Farmer Taunton Pet Mar 4 Ord Mar 20
MITCHELL, JAMES VINCENT PAUL, Stratford, Essex, Insurance Agent High Court Pet Feb 8 Ord Mar 22
NOAKES, ERNEST GEORGE, Eastbourne, Joiner Eastbourne Pet Dec 21 Ord Jan 31
PALMER, ROBERT ERNEST, and CHARLES JOHN CUTTER, Hale, Chester, Builders Manchester Pet Feb 24 Ord Mar 20
POTTER, HERBERT THOMAS, Tokenhouse bldgs, Stock Broker High Court Pet Mar 2 Ord Mar 23
RAIMENT, ALFRED RICHARD, Leadenhall st, Tailor High Court Pet Mar 20 Ord Mar 20
ROBERTS, WILLIAM JONES, Blaenau Festiniog, Merioneth Mason Portmadoc Pet Mar 21 Ord Mar 21
SITDOWN, DANIEL, Coalville, Leicester, Commission Agent Burton on Trent Pet Mar 20 Ord Mar 20
SOLE, WILLIAM PATENALL, New Malden, Surrey Kingston, Surrey Pet Mar 20 Ord Mar 20
THORNLEY, HERBERT, Bolton, Lancs, Operative Cotton Spinner Bolton Pet Mar 20 Ord Mar 20
TUKES, BENJAMIN, Holyhead, Watchmaker Bangor Pet Mar 22 Ord Mar 22
VICTOR, EMMANUEL ABRAHAMS, Arlington st, Piccadilly, Land Agent High Court Pet Mar 17 Ord Mar 21
WALSH, WILLIAM FRANCIS CECIL, Worcester, Beer Bottler Worcester Pet Mar 21 Ord Mar 21
WALTON, JOSEPH, Wrexham, Builder Wrexham Pet Mar 8 Ord Mar 22
WATNEY, WALTER SHEARD, Bexley Heath, Kent, Nurseryman Rochester Pet Jan 12 Ord Mar 20
WHITE WILLIAM, Burlescombe, Devon, Farmer Taunton Pet Mar 4 Ord Mar 22

FIRST MEETINGS.

BAKER, GEORGE LEES, Shaftesbury, Dorset April 3 at 12 Crypt chmbrs, Eastgate row, Chester
BATTY, ALFRED, Huntingdon, Draper April 3 at 2.30 Bankruptcy bldgs, Carey st
BLOTT, EDWARD, Wellingborough April 3 at 3.30 The Hind Hotel, Wellingborough
BOWSON, JOHN ALLEN, and SIDNEY BOWSON, Kirby st, Bermondsey, Leather Merchants April 3 at 1 Bankruptcy bldgs, Carey st
COMER, FRANK GEORGE, Upton on Severn, Stationer April 3 at 11.30 Off Rec 11, Copenhagen st, Worcester
COUNSELL, EDWARD, Hanover st, Peckham, Grocer April 3 at 11 Bankruptcy bldgs, Carey st
COVEY, Dr C G, Howland st, Fitzroy sq April 4 at 12 Bankruptcy bldgs, Carey st
DOUGLASS, WILLIAM, Normanby, York, Builder April 4 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
DOWNING, JAMES LEIGHTON, CHARLES ERNEST DOWNING, FREDERICK EDGAR DOWNING, and SYDNEY ARTHUR DOWNING, Chesterton, Stafford, Brick Manufacturers April 3 at 12 Off Rec, King st, Newcastle, Stafford
GILL, WILLIAM HEDLEY, Bratton Fleming, Devon, Farmer April 4 at 4 94, High st, Barnstaple
GLASKIE, ELI, Manchester, Manufacturing Milliner April 1 at 12 Off Rec, Byrom st, Manchester
HOYLAND, GEORGE, Great Grimsby, Fish Merchant April 1 at 11 Off Rec, St Mary's chmbrs, Great Grimsby
JOHNSON, FREDERICK THOMAS, Heacham, Norfolk, Builder April 1 at 12.30 Off Rec, 8, King st, Norwich
JOHNSON, JOHN, and JOHN JOHNSON, jun, Leeds Leeds April 3 at 11.30 Off Rec, 24, Bond st, Leeds
JUSTESEN, JULIUS, Urmston, Lancs, Wholesale Provision Merchant April 3 at 3 Off Rec, Byrom st, Manchester
LLOYD, FREDERICK, Pengam, Glam, Haulier April 5 at 12 Off Rec, County Court, Town Hall, Merthyr Tydfil
MARSLAND, JOSEPH, Leeds, Oil Broker April 3 at 11 Off Rec, 24, Bond st, Leeds
MARTIN, GEORGE HENRY, Strand, Builder April 5 at 12 Bankruptcy bldgs, Carey st
MASTERS, ALBERT EDWARD HEFFORD, Wellington, Somerset, Farmer April 3 at 2.30 Town Hall Lecture Room, Wellington, Somerset
MERCER, WALTER, High st, Brentford, Grocer April 3 at 12 14, Bedford row
MITCHELL, JAMES VINCENT PAUL, Stratford, Essex, Insurance Agent April 5 at 11 Bankruptcy bldgs, Carey st
NICHOLLS, HAROLD ERNEST, Knutsford, Cheshire, Butcher April 1 at 11 Off Rec, Byrom st, Manchester
NOAKES, ERNEST GEORGE, Eastbourne, Joiner April 3 at 3.30 County Court Offices, Seaside rd, Eastbourne
PARKER, CHARLES, Burton on Trent, Grocer April 3 at 11 Off Rec, 5, Victoria bldgs, London rd, Derby
POTTER, HERBERT THOMAS, Tokenhouse bldgs, Stockbroker April 5 at 1 Bankruptcy bldgs, Carey st
RAIMENT, ALFRED RICHARD, Leadenhall st, Tailor April 5 at 12 Bankruptcy bldgs, Carey st
REES, CHARLES, Warrington, Lighting Specialist April 1 at 11.30 Off Rec, Byrom st, Manchester
REES, JOHN HAY, Glynneath, Glam, Colliery Mason April 1 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
ROBINSON, TOM NEWTON, Ashton under Lyne, Clerk April 3 at 3.30 Off Rec, Byrom st, Manchester

BRACKMAN, WILLIAM LIDDIARD, Eastbury, Lambourn, Berks, Farmer April 1 at 12 1, St Aldate's, Oxford
SWANN, EDWARD MATCHETT, Great Yarmouth, Butcher April 1 at 1 Off Rec, 8, King st, Norwich
THORELEY, HERBERT, Bolton, Lancs, Operative Cotton Spinner April 3 at 3 19, Exchange st, Bolton
TOWNSEND, HARRY, Wisbech, Cambs, Tailor April 1 at 12 Off Rec, 8, King st, Norwich
VICTOR, EMMANUEL ABRAHAMS, Arlington st, Piccadilly, Land Agent April 5 at 11 Bankruptcy bldgs, Carey st
WALKER, HERBERT, Derby, Miller April 3 at 11.30 Off Rec, 5, Victoria bldgs, London rd, Derby
WATSEY, WALTER SHEARD, Bexley Heath, Kent, Nurseryman April 4 at 3.15 115, High st, Rochester

ADJUDICATIONS.

BARKER, JAMES, Awsworth, Notts Nottingham Pet Mar 22 Ord Mar 22
BARNET, GEORGE P, Brighton, Agent High Court Pet Jan 26 Ord Mar 21
BAXTER, GEORGE MELLERSH, Buckingham st, Adelphi High Court Pet Feb 8 Ord Mar 21
BOWSON, JOHN ALLEN, and SIDNEY BOWSON, Kirby st, Bermondsey, Leather Merchants High Court Pet Mar 21 Ord Mar 21
BROOKER, JAMES, West Ham, Essex High Court Pet Jan 26 Ord Mar 21
CARNELLY, ALICE, Eckington, Derby Chesterfield Pet Mar 20 Ord Mar 20
COSIER, FRANK GEORGE, Upton on Severn, Stationer Worcester Pet Mar 20 Ord Mar 20
COUNSELL, EDWARD, Hanover st, Peckham, Grocer High Court Pet Mar 20 Ord Mar 21
DOWNING, JAMES LEIGHTON, CHARLES ERNEST DOWNING, FREDERICK EDGAR DOWNING, and SYDNEY ARTHUR DOWNING, Chesterton, Stafford, Brick Manufacturers Hanley Pet Feb 28 Ord Mar 21
DUNCAN, ALBERT, Manchester, General Dealer Salford Pet Mar 22 Ord Mar 22
EVANS, WILLIAM HENRY, Resolven, Glam, Collier Neath Pet Mar 22 Ord Mar 22
GIBBINS, THOMAS, High st, Shadwell, Licensed Victualler High Court Pet Feb 21 Ord Mar 21
GLASKIE, ELI, Manchester, Manufacturing Milliner Manchester Pet Mar 10 Ord Mar 22
HARRIS, ALFRED JAMES, Bedford Bedford Pet Mar 21 Ord Mar 21
HERBERT, WILLIAM HENRY, Queen's gate High Court Pet Feb 11 Ord Mar 20
JOHNSON, JOHN, and JOHN JOHNSON, jun, Leeds Leeds Pet Mar 20 Ord Mar 20
KITSELL, THOMAS ROGERS, Eggbuckland, Devon, Architect Plymouth Pet Feb 2 Ord Mar 20
LLOYD, FREDERICK, Pengam, Glam, Haulier Merthyr Tydfil Pet Mar 20 Ord Mar 20
MASTERS, ALBERT EDWARD HEFFORD, Wellington, Somerset, Farmer Taunton Pet Mar 4 Ord Mar 21
MIDDLETON, E H, Plymouth, Commercial Traveller Plymouth Pet Feb 10 Ord Mar 20
PERRY, ARTHUR BURNARD, Kingswood, Glos, Grocer Bristol Pet Mar 15 Ord Mar 21
RAIMENT, ALFRED RICHARD, Leadenhall st, Tailor High Court Pet Mar 20 Ord Mar 20
ROBERTS, WILLIAM JONES, Blaenau Festiniog, Mason Portmadoc Pet Mar 21 Ord Mar 21
ROGERSON, JOSHUA, Handforth, Cheshire Stockport Pet Mar 8 Ord Mar 22
SUTTON, DANIEL, Coalville, Leicester, Commission Agent Burton on Trent Pet Mar 20 Ord Mar 20
SOLE, WILLIAM PATENALL, New Malden, Surrey Kingston, Surrey Pet Mar 20 Ord Mar 20
TEDALDI, GUISEPPE, Abertillery, Mon, Refreshment house Keeper Tredegar Pet Dec 20 Ord Mar 13
THORNLEY, HERBERT, Bolton, Operative Cotton Spinner Bolton Pet Mar 20 Ord Mar 20
TILLY, JOHN, Winchester, Wine Merchant Winchester Pet Mar 1 Ord Mar 20
TUKES, BENJAMIN, Holyhead, Anglesey, Watchmaker Bangor Pet Mar 22 Ord Mar 22

London Gazette.—TUESDAY, March 28.

RECEIVING ORDERS.

BAKER, WILLIAM, Bishops Tawton, Devon, Farmer Barnstaple Pet Mar 23 Ord Mar 23
BARDELL, FREDERICK CROSS, Bungay, Suffolk, Baker Great Yarmouth Pet Mar 24 Ord Mar 24
BROGDEN, ARTHUR, Blackburn Blackburn Pet Mar 22 Ord Mar 22
BRUCE, BROTHERS, Epsom, Surrey, Greengrocers Croydon Pet Mar 8 Ord Mar 23
CALLANDER, ALEXANDER, Hendon, Middlesex, Travelling Draper Barnet Pet Feb 27 Ord Mar 23
CHURCH, EDWARD HENRY, Midsomer Norton, Somerset, Stud Groom Wells Pet Mar 25 Ord Mar 25
DALLIMORE, WALTER LOUIS, Buckland St Mary, Somerset, Farmer Taunton Pet Mar 24 Ord Mar 24
DRIVER, CHARLES HENRY, Hitcham, Farmer Ipswich Pet Mar 25 Ord Mar 25
DUFFETT, JAMES, Keynsham, Somerset, Horse Dealer Bristol Pet Mar 24 Ord Mar 24
FERGUSON, JOHN WILLIAM, Merthyr Tydfil, Clerk Merthyr Tydfil Pet Mar 24 Ord Mar 24
GALE, GEORGE MERWOOD, Richmond, Surrey, Draper Wandsworth Pet Mar 24 Ord Mar 24
GAMBLE, HARRY BUDD, Wiggenhall, Saint Mary the Virgin, Norfolk, Farmer King's Lynn Pet Mar 25 Ord Mar 25
GRIFFITHS, JOHN BOWMAN, Liverpool, Plumber Liverpool Pet Mar 24 Ord Mar 24
HALLAMORE, E H, Queen Victoria st, Accountant High Court Pet Jan 17 Ord Mar 24
HARRAWAY, JOHN BOWDEN, Chiswick, Middlesex Brentford Pet Feb 24 Ord Mar 23
HARRISON, WILLIAM GEORGE BLANNIN, Brynmenin, nr Bridgend, Collier Cardiff Pet Mar 23 Ord Mar 23
HEARD, HERBERT JAMES MONZANI, Wood Green, Middlesex, Schoolmaster Edmonton Pet Mar 23 Ord Mar 23
HESS, FREDERICK S, Belsize rd, Swiss Cottage High Court Pet Dec 30 Ord Mar 24
HUDD, JAMES, Bristol, Fine Art Dealer Bristol Pet Mar 23 Ord Mar 23
JAMES, JOHN, Stratford, Essex, Coachbuilder High Court Pet Mar 3 Ord Mar 24
JENKINS, ARTHUR FREDERICK, Margate, Kent Canterbury Pet Mar 4 Ord Mar 25
LARBALESTIER, JOHN HENRY, Newbury, Dental Surgeon Newbury Pet Mar 22 Ord Mar 22
POCOCK, EDWARD, Birmingham, Leather Merchant Birmingham Pet Mar 10 Ord Mar 24
PRATT, HUBERT BEVAN, Oxford, Electrician Oxford Pet Mar 22 Ord Mar 22
PROWSE, SAMUEL, Holbeton, nr Plymouth, Devon, Builder Plymouth Pet Mar 24 Ord Mar 24
PUGSLEY, HENRY, Newport, Mon, Ship Store Merchant Newport, Mon Pet Feb 23 Ord Mar 22
RODGERS, WILLIAM HENRY, Leeds, Joiner Leeds Pet Feb 23 Ord Mar 24
SLATER, HERBERT, Ab Kettleby, Leicester, Joiner Leicester Pet Mar 25 Ord Mar 25
SMITH, FREDERICK WILLIAM, Dorchester, Baker Dorchester Pet Mar 25 Ord Mar 25
SMITH, JOHN, Norwich, Baker Norwich Pet Mar 25 Ord Mar 25
STEVENS, WILLIAM AMOS, Halstead, Essex, Colchester Pet Mar 25 Ord Mar 25
STORER, ROBERT JOHN MAYNARD, Mossley hill, Liverpool, Motor Car Proprietor Liverpool Pet Mar 3 Ord Mar 23
WALSH, JOHN, Nottingham, Licensed Victualler Nottingham Pet Mar 21 Ord Mar 23
WARBURTON, THOMAS, Frodsham, Chester, Cattle Dealer Warrington Pet Mar 24 Ord Mar 24
WATKINS, RHYS PHILLIP, Tredegar, Mon, Master Bootmaker Tredegar Ord Mar 23 Pet Mar 23
WOLFE, MAX, Leeds, Tailor's Assistant Leeds Pet Mar 23 Ord Mar 23

FIRST MEETINGS.

BARKER, JAMES, Awsworth, Notts April 5 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
BIGGS, ARTHUR FREDERICK, Ryde, I of W, Grocer April 6 at 11.30 Off Rec, 98, High st, Newport, I of W
BRETT, ELIZABETH, West Bromwich April 5 at 12 Ruskin chambrs, 191, Corporation st, Birmingham
BROADY, LIPMAN, Sheffield, Painter April 5 at 11.30 Off Rec, Figtree ln, Sheffield
BROGDEN, ARTHUR, Blackburn April 5 at 9.30 St John's Lodge, Richmond ter, Blackburn
BRUCE BROTHERS, Epsom, Surrey, Greengrocers April 6 at 11.30 132, York rd, Westminster Bridge
BURRAGE, LEONARD FRANCIS, Sutton, Surrey, Joiner April 5 at 11.30 132, York rd, Westminster Bridge rd
CARNELLY, ALICE, Eckington, Derby April 6 at 12 Off Rec, 5, Victoria bldgs, London rd, Derby
CHAPMAN, ALLAN, Nottingham, Grocer April 5 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
CRAFT, JOHN ARTHUR, Billingshurst, Sussex, Veterinary Surgeon April 6 at 2 King's Head Hotel, Hersham
CUSWORTH, ALBERT, Doncaster, Slater April 5 at 12 Off Rec, Figtree ln, Sheffield
DUFFETT, JAMES, Keynsham, Somerset, Horse Dealer April 5 at 11.45 Off Rec, 26, Baldwin st, Bristol
DUNCAN, ALBERT, Stretford, Lancs, General Dealer April 5 at 3.30 Off Rec, Byrom st, Manchester
EVANS, WILLIAM HENRY, Resolven, Glam, Collier April 5 at 11 Off Rec, Government bldgs, St Mary st, Swansea
GALE, GEORGE MERWOOD, Richmond, Surrey, Draper April 6 at 12 132, York rd, Westminster Bridge rd
GRAVES, ARCHIBALD, Wolverton, Bucks, Draper April 7 at 12 Bankruptcy bldgs, Carey st
HALLAMORE, E H, Queen Victoria st, Accountant April 10 at 1 Bankruptcy bldgs, Carey st
HARRIS, ALFRED JAMES, Bletchley April 5 at 11 Off Rec, The Parade, Northampton
HESS, FREDERICK S, Belsize rd, Swiss Cottage April 10 at 11 Bankruptcy bldgs, Carey st
HIGH, CHARLES CHRISTMAS, Norwich, Timber Carter April 5 at 12 Off Rec, 8, King st, Norwich
HUDD, JAMES, Bristol, Fine Art Dealer April 5 at 12 Off Rec, 26, Baldwin st, Bristol
JAMES, JOHN, Stratford, Essex, Coach Builder April 10 at 11.30 Bankruptcy bldgs, Carey st
JENKINS, ARTHUR FREDERICK, Margate, Builder's Foreman April 5 at 10 Off Rec, 68A, Castle st, Canterbury
MCCARTHY, DANIEL, Great Yarmouth, Fruiterer April 5 at 1 Off Rec, 8, King st, Norwich
MAIR, JAMES COBB, Leaveland, nr Faversham, Kent, Farmer April 5 at 10.15 Off Rec, 68A, Castle st, Canterbury
MARKLEW, GEORGE, Cannock, Stafford, Tailor April 6 at 12 Off Rec, Wolverhampton
MEADE, FRANCIS, Langport, Somerset, Merchant April 6 at 2.45 Three Choughs Hotel, Yeovil
PALMER, ROBERT EMSLEY, and CHARLES JOHN CUTTER, Hale, Cheshire, Builders April 5 at 3 Off Rec, Byrom st, Manchester
PERRY, ARTHUR BURNARD, Kingswood, Glos, Grocer, April 5 at 11.30 Off Rec, 26, Baldwin st, Bristol
POCOCK, EDWARD, Birmingham, Leather Merchant April 5 at 12.30 Ruskin chmbrs, 191, Corporation st Birmingham
RODGERS, WILLIAM HENRY, Leeds, Joiner April 5 at 3 Off Rec, 24, Bond st, Leeds
SEVENOAKS, GEORGE, Llanvillo, Brecon, Farmer April 7 at 2.30 Wellington Hotel, Brecon
SUTTON, DANIEL, Coalville, Leicester, Commission Agent April 6 at 11.30 Off Rec, 5, Victoria bldgs, London rd, Derby
SLATER, HERBERT, Ab-Kettleby, Leicester, Carpenter April 6 at 12 Off Rec, 1, Berridge st, Leicester
SOLE, WILLIAM PATENALL, New Malden, Surrey April 5 at 12 132, York rd, Westminster Bridge rd
TUKES, BENJAMIN, Holyhead, Watchmaker April 7 at 12 Exploration Chambers, Eastgate row, Chester
WALSH, JOHN, Nottingham, Licensed Victualler April 5 at 2.30 Off Rec, 4, Castle pl, Park st, Nottingham
WALSH, WILLIAM FRANCIS CECIL, Worcester, Beer Bottler April 5 at 11.30 Off Rec, 11, Copenhagen st, Worcester
WEEKS, HENRY JAMES, Ryde, I of W, Watchmaker April 6 at 12.15 Off Rec, 98, High st, Newport, I of W
WHITE, WILLIAM, Burlescombe, Devon, Farmer April 8 at 2 10, Hammet st, Taunton
WILLIAMS, CHARLES THOMAS HENRY, Rockland St Peter Norfolk, Farmer April 5 at 12.30 Off Rec, 8, King st Norwich
WOLFE, MAX, Leeds, Tailor's Assistant April 5 at 3.30 Off Rec, 24, Bond st, Leeds

ADJUDICATIONS.

ABRAHAMS, VICTOR EMANUEL, Arlington st, Piccadilly, Land Agent High Court Pet Mar 17 Ord Mar 24
BAKER, WILLIAM, Bishop's Tawton, Devon, Farmer Barnstaple Pet Mar 23 Ord Mar 23
BARDELL, FREDERICK CROSS, Bungay, Suffolk, Baker Great Yarmouth Pet Mar 24 Ord Mar 24
BATLEY, ARTHUR HENRY, Piccadilly circus, Builder High Court Pet Dec 2 Ord Mar 25
BRETT, ELIZABETH, West Bromwich, Carriage Builder West Bromwich Pet Mar 8 Ord Mar 25
BROGDEN, ARTHUR, Blackburn Blackburn Pet Mar 22 Ord Mar 22

BUDD, WILLIAM CHARLES, Catford, Kent, Jobmaster Greenwich Pet Mar 17 Ord Mar 24
BURRAGE, LEONARD FRANCIS, Carshalton, Surrey, Joiner Croydon Pet Feb 1 Ord Mar 24
CHURCH, EDWARD HENRY, Midsomer Norton, Somerset, Stud Groom Wells Pet Mar 25 Ord Mar 25
DALLIMORE, WALTER LOUIS, Buckland Saint Mary, Somerset, Farmer Taunton Pet Mar 24 Ord Mar 24
DOWNES, LACEY FREDERICK WILLIAM, Ironmonger In, Secretary to Company High Court Pet Dec 12 Ord Mar 23
DRIVER, CHARLES HENRY, Hitcham, Suffolk, Farmer Ipswich Pet Mar 25 Ord Mar 25
FERGUSON, JOHN WILLIAM, Merthyr Tydfil, Clerk Merthyr Tydfil Pet Mar 24 Ord Mar 24
GALE, GEORGE MERWOOD, Richmond, Surrey, Draper Wandsworth Pet Mar 24 Ord Mar 24
GAMBLE, HARRY RUDD, Wiggenhall, Saint Mary the Virgin, Norfolk, Farmer King's Lynn Pet Mar 25 Ord Mar 25
HARRISON, WILLIAM GEORGE BLANNIN, Brynmenin, nr Bridgend, Collier Cardiff Pet Mar 23 Ord Mar 23
HUDD, JAMES, Bristol, Fine Art Dealer Bristol Pet Mar 23 Ord Mar 24
HUTCHISON, GEORGE THOMAS, Cottage grove, Bow High Court Pet Nov 17 Ord Mar 24
INMAN, CUTHBERT MARSHALL, Bedford row High Court Pet July 23 Ord Mar 25
JENKINS, ARTHUR FREDERICK, Margate, Builder's Foreman Canterbury Pet Mar 4 Ord Mar 25
LARBALESTRIE, JOHN HENRY, Speen, Newbury, Dental Surgeon Newbury Pet Mar 22 Ord Mar 22
MERCER, WALTER, Brentford, Middlesex, Grocer Brentford Pet Feb 21 Ord Mar 24
PRATT, HUBERT BEVAN, Oxford, Electrician Oxford Pet Mar 22 Pet Mar 22
PROWSE, SAMUEL, Holbeton, nr Plymouth, Builder Plymouth Pet Mar 24 Ord Mar 24
RODGERS, WILLIAM HENRY, Leeds, Joiner Leeds Pet Feb 23 Ord Mar 24
SLATER, HERBERT, Ab Kettleby, Leicester, Joiner Leicester Pet Mar 25 Ord Mar 25
SMITH, FREDERICK WILLIAM, Dorchester, Dorset, Baker Dorchester Pet Mar 25 Ord Mar 25
SMITH, JOHN, Norwich, Baker Norwich Pet Mar 25 Ord Mar 25
STEVENS, WILLIAM AMOS, Halstead, Essex Colcheste Pet Mar 25 Ord Mar 25
THOMAS, JOHN, Pengam, Glam, Mining Contractor High Court Pet Jan 20 Ord Mar 24
WALSH, JOHN, Nottingham, Licensed Victualler Nottingham Pet Mar 21 Ord Mar 23
WARBURTON, THOMAS, Frodsham, Chester, Cattle Dealer Warrington Pet Mar 24 Ord Mar 24
WARSHAWSKY, GREGORY, Shaftesbury av High Court Pet Sept 22 Ord Mar 23
WATKINS, RHYS PHILLIP, Tredegar, Mon, Master Bootmaker Tredegar Pet Mar 23 Ord Mar 23
WOLFE, MAX, Leeds, Tailor's Assistant Leeds Pet Mar 23 Ord Mar 23

THEATRES.

HIS MAJESTY'S THEATRE.
Proprietor, Sir Herbert Beerbohm Tree.
TO-NIGHT and EVERY EVENING at 8, Shakespeare's KING HENRY VIII., Arthur Bourchier, Herbert Tree, and Violet Vanbrugh. Matinee every Wednesday and Saturday, at 2. Last weeks.

HIS MAJESTY'S THEATRE.
The 250th Performance of KING HENRY VIII. will take place on WEDNESDAY NEXT, April 5. On Wednesday, April 12, this play will positively be withdrawn, in order that the ANNUAL SHAKESPEARE FESTIVAL may be inaugurated. On EASTER MONDAY, April 17, Shakespeare's A MIDSUMMER NIGHT'S DREAM will be presented, with Mendelssohn's music, and will be given every evening for four consecutive weeks, with Wednesday and Saturday Matinees. The production will be under the sole direction of Sir Herbert Tree. New dresses by Mr. Percy Anderson. New scenery by Joseph Harker and Walter Hann.